

NORTHFIELD TOWNSHIP BOARD AGENDA
***** NOTICE OF SPECIAL MEETING *****
August 23, 2016 - - 6:30PM
8350 Main Street

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
CORRESPONDENCE and ANNOUNCEMENTS

AGENDA ITEMS:

1. Closed Session: To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained., pursuant to MCL 15.268(8)(d) +
2. Possible action as a result of Closed Session +

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

NORTHFIELD TOWNSHIP BOARD AGENDA

August 23, 2016 - - 7:00 PM

8350 Main Street, 2nd Floor

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
CORRESPONDENCE AND ANNOUNCEMENTS

AGENDA ITEMS:

1. Van Curler Survey / Easement
2. Liability Insurance for Inspectors
3. Arvin Sango Tax Abatement

DISCUSSION ITEMS:

1. MDOT Right of Way Acquisition on the Van Curler property
2. Equalization Basin

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

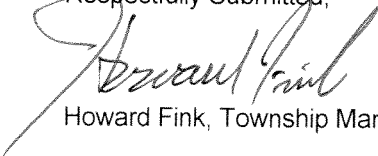
Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: Van Curler Property

Dear Township Board,

Attached is a title commitment regarding the Van Curler Survey. As we discussed at the last meeting, it was our belief that the easement running down the middle of the property would be cleared up eventually. That is reflected in the title commitment and a copy of the deed, and legal description of the original easement which provides proof is attached. This should fulfill all the contingencies the board had. It is now purely a "business" decision if you wish to proceed to closing.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written over the printed name.

Howard Fink, Township Manager



Date: August 17, 2016

Re: Commitment # 109220
Property Address: V/L Main St.
Purchaser: Township of Northfield
Seller: Whitmore Lake Properties, LLC

The revised commitment has been issued to reflect the following changes:

_____ Name(s)
_____ Amount(s) of Insurance
_____ Premium Amount(s)
 X Effective Date
 X Legal Description
 X Schedule BI - Requirements
 X Property Tax Information
_____ Schedule BII - Exceptions
_____ New Lender:
_____ Other:

Please contact our office should you have any questions.

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)

**American Title Company of Washtenaw
Commitment for Title Insurance
Issued for Stewart Title Guaranty Company**

Commitment Number: 109220, REVISION 1

SCHEDULE A

1. Effective Date: August 5, 2016 at 05:00 PM
2. Policy or Policies to be issued: Policy Amount
(a) X Owner's Policy \$ 329,500.00
Proposed Insured:
Township of Northfield, a Michigan municipal corporation
(b) Loan Policy
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Whitmore Lake Properties, LLC, a Michigan limited liability company
5. The land referred to in the Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO

American Title Company of Washtenaw

By: 

Authorized Signatory

Examined By: K. Zabel

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

**SCHEDULE B - SECTION I
REQUIREMENTS**

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
5. Submit to the insurer a copy of the Operating Agreement of Whitmore Lake Properties, LLC, a Michigan Limited Liability Company. Further requirements may be made upon review of the Operating Agreement.
6. Payment of taxes recited on Schedule B - Section II, or same to be shown on final policy.
7. Record Deed from Whitmore Lake Properties, LLC, a Michigan limited liability company to Township of Northfield, a Michigan municipal corporation.
8. Submit to the insurer a satisfactory survey of the property to be insured with a certification that the historical description contained herein is the same as the surveyed description with no gaps or encroachments.

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession.
4. Roads, ways, streams or easements, if any not shown of record, riparian rights and the title to any filled-in lands.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
6. Subject to visible easements.
7. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Terms, conditions and provisions of Affidavit as set forth in Liber 1558, Page 528, Washtenaw County Records. (as to Parcel 2)
9. Building and use restrictions contained in instrument(s) recorded in Liber 156, Page 480, Washtenaw County Records, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. The mortgage policy to be issued, if any, will insure against loss or damage as a result of any existing violations of said building and use restrictions. (as to Parcel 4)
10. Right of Way in favor of Township of Northfield, as recorded in Liber 1149, Page 122, Washtenaw County Records. (as to Parcels 5,6, and 7)
11. Rights of the public or any governmental unit in any part of subject property taken, deeded, or used for street, road, or highway purposes.
12. Fence encroachments and parties in possession as shown on Atwell survey dated December 20,

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 109220, REVISION 1

2010, Job No. 10002507.

13. Parcel I.D. No. B -02-05-253-001
2016 summer taxes DUE in the amount of \$234.75, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,039.32.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,700.00
14. Parcel I.D. No. B -02-05-253-002
2016 summer taxes DUE in the amount of \$326.68, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,446.38.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$38,900.00
15. Parcel I.D. No. B -02-05-253-003
2016 summer taxes DUE in the amount of \$376.84, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,668.38.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,000.00
16. Parcel I.D. No. B -02-06-105-013
2016 summer taxes DUE in the amount of \$384.41, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$1,701.98.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$36,600.00
17. Parcel I.D. No. B -02-06-105-004
2016 summer taxes DUE in the amount of \$200.53, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$887.85.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$71,500.00

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 109220, REVISION 1

18. Parcel I.D. No. B -02-06-105-022
2016 summer taxes DUE in the amount of \$469.32, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$2,077.85.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$82,900.00
19. Parcel I.D. No. B -02-06-105-009
2016 summer taxes paid in the amount of \$2,322.29, PLUS PENALTY AND INTEREST, IF ANY.
2015 winter taxes paid in the amount of \$10,706.19, which includes \$378.80 for Whitmore Lake Improvement, and \$41.33 for Whitmore Lake Level.
All previous years taxes paid.
2016 Homestead Status: 0%
Special Assessments: None
2016 SEV: \$888,600.00

Stewart Title Guaranty Company

Commitment Number: 109220, REVISION 1

Reference: V/L Main St., Whitmore Lake, MI 48189

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Land in the Township of Northfield, County of Washtenaw, Michigan, described as:

Parcel 1

Beginning at a stake bearing South 42°15' East, 26 rods and 21 links from the Northeast corner of the Whitmore Lake House, the bearing point being 7 links in front of said corner, thence North 42°15' West 4 rods; thence South 47°45' West, 9 rods and 8 links; thence South 2 ½° East, 5 rods and 6 links; thence North 47°45' East 12 ½ rods and 4 links to the PLACE OF BEGINNING, being a part of the Southwest one-quarter of the Northwest one-quarter of Section 5, Town 1 South, Range 6 East.

Parcel 2

That part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan described as commencing at a point on the West line of said section located North 01°32'30" West 107.58 feet from the West ¼ corner of Section 5 (said point also lying on the centerline of Barker Road) and running thence North 48°30' East 356.0 feet along the centerline of Barker Road; thence North 41°29'05" West 194.39 feet; thence North 41°37'25" West 66.97 feet to an old metal stake for a POINT OF BEGINNING; thence North 48°29'30" East 132.54 feet to an old metal stake; thence North 41°39'50" West 66.22 feet to a chisel mark in a concrete sidewalk; thence South 49°48'15" West along an existing fence 208.11 feet to a metal stake; thence South 00°57'55" East 83.50 feet along a very old fence; and thence North 51°48'50" East 130.17 feet to the POINT OF BEGINNING. Being subject to any rights of the public over the Easterly portion thereof for Whitmore Lake Road (Old US Highway 23).

Parcel 3

A part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan described as commencing at a point on the West line of said Section located North 01°32'30" West 107.58 feet from the West ¼ corner of Section 5 (said point also lying on the centerline of Barker Road) and running thence North 48°30' East 356.0 feet along the centerline of Barker Road; thence North 41°29'05" West 194.39 feet to a POINT OF BEGINNING at an old metal stake; thence North 41°37'25" West 66.97 feet to an existing old metal stake; thence North 48°29'30" East 132.54 feet to an old metal stake; thence South 41°29'50" East 66.03 feet to an old metal stake; and thence South 48°05'15" West 132.59 feet to the POINT OF BEGINNING. Also described as: Commencing at the West ¼ Post of Section 5, thence North 2°30' West 1.63 chains in the West line of said section; thence North 47°45' East 7.33 chains; thence North 42°15' West 3 chains for a PLACE OF BEGINNING; thence North 42°15' West 4 rods; thence South 47°45' West 8 rods; thence South 42°15' East 4 rods; thence North 47°45' East 8 rods to the PLACE OF BEGINNING. Being a part of the Northwest fractional ¼ of Section 5, Town 1 South, Range 6 East, Michigan.

Parcel 4

SCHEDULE C

(Continued)

Commitment Number: 109220, REVISION 1

Commencing on the North line of Babcock St. (now Barker Road), in the Village of Whitmore Lake at a point 250 feet, West measured at right angles to the East line of Section 6, Town 1 South, Range 6 East, thence North parallel with said section line 170 feet; thence West 50 feet; thence South 170 feet; thence East along the said North line of Babcock St. (now Barker Road), to the PLACE OF BEGINNING, being a part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{2}$, Section 6, Town 1 South, Range 6 East.

Parcel 5

Commencing at the East $\frac{1}{4}$ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said section 1279 feet; thence deflecting $90^{\circ}00'$ to the left parallel to the East and West $\frac{1}{4}$ line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting $90^{\circ}00'$ to the right 436 feet more or less; thence deflecting $90^{\circ}00'$ to the left 207 feet more or less to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line 450 feet more and less in the arc of a circular curve concave to the Southeast, radius 3694.83 feet to a point which is West of the PLACE OF BEGINNING; thence East 330 feet more or less to the PLACE OF BEGINNING; being a part of the Northeast $\frac{1}{4}$ of said Section 6.

Parcel 6

Commencing at the East $\frac{1}{4}$ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North $02^{\circ}04'05''$ West 625.05 feet along the East line of said Section 6; thence South $48^{\circ}35'40''$ West 66.22 feet; thence North $41^{\circ}24'40''$ West 320.00 feet to the POINT OF BEGINNING; thence South $48^{\circ}35'40''$ West 93.40 feet; thence North $57^{\circ}10'43''$ West 150.00 feet; thence North $06^{\circ}59'52''$ East 140.50 feet; thence North $68^{\circ}37'20''$ East 325.79 feet; thence Southeasterly 134.00 feet along the West right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the Northeast, radius 584.84 feet, central angle $13^{\circ}07'40''$ chord South $21^{\circ}55'21''$ East 133.71 feet; thence South $48^{\circ}35'40''$ West 232.38 feet to the POINT OF BEGINNING, being a part of the Northeast $\frac{1}{4}$ of Section 6, Town 1 South, Range 6 East.

Parcel 7

Commencing at the East $\frac{1}{4}$ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting $129^{\circ}45'$ to the left 66.22 feet; thence deflecting $90^{\circ}00'$ to the right 320.0 feet; thence deflecting $90^{\circ}00'$ to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which is 650.68 feet North of the PLACE OF BEGINNING; thence continuing West on a line parallel to the East and West $\frac{1}{4}$ line of said section 919 feet more or less to the Easterly line of the relocated US-23 highway; thence Southerly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeasterly line of the Toledo & Ann Arbor Railroad right-of-way; thence Northeasterly along said railroad right-of-way 10 feet more or less; thence deflecting $90^{\circ}00'$ to the right and continuing along said railroad right-of-way 809 feet; thence

SCHEDULE C
(Continued)

Commitment Number: 109220, REVISION 1

deflecting 52°43'30" to the left 397.96 feet; thence Northeasterly 132.26 feet to a point on the East line of said section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting 49°03' to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast ¼ of said Section 6; also subject to the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the Easterly and Westerly line are 33.0 feet (measured at right angles) and parallel to the survey centerline of said old US-23 highway, being described as follows: Commencing at the East ¼ corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly 1279 feet along the East line of said section; thence Westerly on a line parallel to the East and West ¼ line of said section 108.9 feet to the centerline of Old US-23 highway and the PLACE OF BEGINNING; thence Southerly deflecting 96°08' to the left 94.77 feet along said centerline; thence Southeasterly 335.35 feet in the arc of a circular curve concave to the Northeast; radius 574.41 feet, chord deflects 16°43'30" to the left 330.61 feet for a PLACE OF ENDING; being in the Northwest ¼ of Section 5, Town 1 South, Range 6 East, Northfield Township, and the Northeast ¼ of said Section 6.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

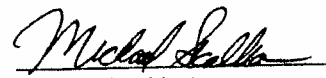
Countersigned by:


Authorized Countersignature




Senior Chairman of the Board


Chairman of the Board


President

American Title Company
Company Name

Ann Arbor, Michigan
City, State

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



INVOICE

Billed To:

Colliers International
617 Detroit St., Suite. 100
Ann Arbor, MI 48104

Invoice Date: August 17, 2016**Our File Number:** 109220**Invoice Number:** 49491

Property:

V/L Main St.
Whitmore Lake, MI 48189

Buyer: Township of Northfield**Seller:** Whitmore Lake Properties, LLC

DESCRIPTION

Owners Policy

Coverage	\$ 329,500.00
Premium	\$ 1,477.85

All available credits have been applied to this premium.

Mortgage Policy

Coverage	N/A
Premium	N/A

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)



Property Address: V/L Main St.
Re: Township of Northfield
Loan Number:

Date Issued: 08/17/16
File Number: 109220
Invoice Number: 49491

PLEASE DELIVER COPIES TO

[] Colliers International
617 Detroit St., Suite. 100
Ann Arbor, MI 48104
Attn: Jim Chaconas - jim.chaconas@colliers.com
Debi Maghes - debi.maghes@colliers.com

[]

Attn: Bradford Maynes - maynes@peblaw.net

[] DeLoof, Hopper, Dever & Wright, PLLC
301 N. Main St., Suite 250
Ann Arbor, MI 48104
Attn: Dan Dever - dad@dhdwlaw.com

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(109220.PFD/109220/8)

2807 309

55491 0



WARRANTY DEED CORPORATION - State of Michigan
C.L. 1948, 565.151 M.S.A. 26.371

Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIRST OF AMERICA BANK-ANN ARBOR, a Michigan Banking Corporation

whose address is 101 South Main Street, Ann Arbor, MI 48107

Conveys and Warrants to DONALD E. VAN CURLER and CAROL A. VAN CURLER, husband and wife

whose address is 2008 Hogback Road, Ann Arbor, MI 48105

the following described premises situated in the Township of Northfield
County of Washtenaw and State of Michigan, to-wit:

See attached Exhibit A

RECORDED
JUN 23 9 05 AM '93
WASHTENAW COUNTY, MI
COUNTY CLERK'S OFFICE

for the full consideration of Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$72,500.00)

subject to

Dated this 21st day of June 19 93

Witness:
Kristina L. Doyle
Kristina L. Doyle
George R. Thorne
George R. Thorne

Signed and Sealed:

FIRST OF AMERICA BANK-ANN ARBOR (L.S.)
By *George R. Thorne*
George R. Thorne
Senior Vice President

STATE OF MICHIGAN
COUNTY OF Washtenaw

By _____

The foregoing instrument was acknowledged before me this 21st day of June 1993
(1) by George R. Thorne (2) Senior Vice President (3) of
First of America Bank-Ann Arbor (4) a Michigan Banking Corporation on behalf of the said corporation.

My commission expires KRISTINA L. DOYLE
NOTARY PUBLIC - WASHTENAW CO., MICH.
MY COMMISSION EXPIRES 02-12-97

Kristina L. Doyle
Notary Public: _____ County, Michigan

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Robert B. Foster

Business Address 121 W. Washington, Ste. 400, Ann Arbor, MI

County Treasurer's Certificate
Washtenaw County Treasurer
Tax Certificate No. 54767 ma

MICHIGAN REAL ESTATE
TRANSFER TAX
79.75

Recording fee
State Transfer Tax

When recorded return to Grantees

Send subsequent tax bills to

Tax Parcel # 02-06-105-022

1

DESCRIPTION OF REAL ESTATE

Land in the Township of Northfield, Washtenaw County, Michigan, described as:

Commencing at the east 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence north 02°04'05" west 625.05 feet along the east line of said Section 6; thence south 48°35'40" west 66.22 feet; thence north 41°24'40" west 320.00 feet to the point of beginning; thence south 48°35'40" west 93.40 feet; thence north 57°10'43" west 150.00 feet; thence north 06°59'52" east 140.50 feet; thence north 68°37'20" east 325.79 feet; thence southeasterly 134.00 feet along the west right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast, radius 584.84 feet, central angle 13°07'40" chord south 21°55'21" east 133.71 feet; thence south 48°35'40" west 232.38 feet to the point of beginning, being a part of the northeast 1/4 of Section 6, Town 1 South, Range 6 East.

Together with a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public utilities, said easement described as follows:

Commencing at the east 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence north 02°04'05" west 625.05 feet along the east line of said Section 6; thence east 48°35'40" west 66.22 feet; thence north 41°24'40" west 320.00 feet; thence south 48°35'40" west 93.40 feet; thence north 57°10'43" west 150.00 feet; thence north 06°59'52" east 140.50 feet to the point of beginning; thence north 21°32'40" west 66.00 feet; thence north 68°37'20" east 336.79 feet; thence southeasterly 66.92 feet along the west right-of-way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast radius 584.84 feet, central angle 6°33'20" chord south 12°04'52" east 66.88 feet; thence south 68°37'20" west 325.79 feet to the point of beginning of said easement.

WARRANTY DEED-CORPORATION-
C.L. 1948, 565.151

M.S.A. 26.571

Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That WHITMORE PROPERTY CO., a/k/a
WHITMORE PROPERTY COMPANY, a Michigan corporation

whose address is 92 Common Street, Watertown, Massachusetts 02172

Conveys and Warrants to DONALD E. VAN CURLER, a married man

whose address is 2004 Hogback Road, Ann Arbor, Michigan 48104

the following described premises situated in the Township of Northfield
County of Washtenaw and State of Michigan, to-wit:

See Exhibit A, attached.

RECORDED
WASHTENAW COUNTY, MI

APR 2 2 33 PM '85

ROBERT M. HARRISON
COUNTY CLERK/REGISTER

RECORDED
WASHTENAW COUNTY, MI

APR 2 2 33 PM '85

ROBERT M. HARRISON
COUNTY CLERK/REGISTER

TITLE INSURANCE ESCROWS

for the full consideration of One dollar (\$1.00) and other valuable consideration

subject to easements and restrictions of record

Dated this 26th day of March 19 85

Witnesses:

Signed and Sealed:

Gail C. Miller

WHITMORE PROPERTY CO., a/k/a
WHITMORE PROPERTY COMPANY (L.S.)

Marc A. Reardon

By Emily Isberg Reardon
EMILY ISBERG REARDON

Its President

STATE OF MICHIGAN
COUNTY OF SUFFOLK

Its day of March 26th 1985

The foregoing instrument was acknowledged before me this

(1) by* EMILY ISBERG REARDON (2)
WHITMORE PROPERTY CO.

President
(4) a Michigan

(1) of Corporation on behalf of the said corporation.

My commission expires Jan. 16, 1992

John M. Morrissey
Notary Public SUFFOLK COUNTY, MI

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

* Type name of Grantor

Instrument
Drafted by Warren J. Widmayer

Business
Address 500 City Center Building
Ann Arbor, Michigan 48104

County Treasurer's Certificate

City Treasurer's Certificate

THE 1984 RETURN ROLL IS NOT
YET AVAILABLE FOR EXAMINATION.

WASHTENAW COUNTY TREASURER

Washtenaw County Treasurer
Tax Certificate No. 9365

Recording Fee

When recorded return to Grantee

State Transfer Tax T.T.O.B.

Send subsequent tax bills

to Grantee

Tax Parcel # B0206 105 004
105 009

EXHIBIT A

PARCEL A

Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly along the east line of said section 1279 feet; thence deflecting 90°00' to the left parallel to the east and west 1/4 line of said Section 6, 608.89 feet for a Place of Beginning; thence deflecting 90°00' to the right 436 feet more or less; thence deflecting 90°00' to the left 207 feet more or less to the easterly line of the relocated US-23 highway; thence southwesterly along said easterly line 450 feet more and less in the arc of a circular curve concave to the southeast, radius 3694.83 feet to a point which is west of the Place of Beginning; thence east 330 feet more or less to the Place of Beginning; being a part of the northeast 1/4 of said Section 6.

PARCEL B

Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly along the east line of said Section 6, 628.32 feet for a Place of Beginning; thence deflecting 129°45' to the left 66.22 feet; thence deflecting 90°00' to the right 320.0 feet; thence deflecting 90°00' to the right to the water's edge of Whitmore Lake; thence northerly along said water's edge to a point which is 650.68 feet north of the Place of Beginning; thence west to a point on the east line of said Section 6 which is 650.68 feet north of the Place of Beginning; thence continuing west on a line parallel to the east and west 1/4 line of said section 919 feet more or less to the easterly line of the relocated US-23 highway; thence southerly along said easterly line 450 feet more or less in the arc of a circular curve concave to the east radius 3669.83 feet to a point where said easterly line intersects the northeasterly line of the Toledo & Ann Arbor Railroad right-of-way; thence northeasterly along said railroad right-of-way 10 feet more or less; thence deflecting 90°00' to the right and continuing along said railroad right-of-way 809 feet; thence deflecting 52°43'30" to the left 397.96 feet; thence northeasterly 132.26 feet to a point on the east line of said section 338.55 feet south of the Place of Beginning; thence along said east line deflecting 49°03' to the left 338.55 feet to the Place of Beginning; being part of the northwest 1/4 of Section 5, T1S, R6E, Northfield Township, Washtenaw County, Michigan, and the northeast 1/4 of said Section 6; also subject to the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the easterly and westerly line are 33.0 feet (measured at right angles) and parallel to the survey centerline of said old US-23 highway, being described as follows: Commencing at the east 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence northerly 1279 feet along the east line of said section; thence westerly on a line parallel to the east and west 1/4 line of said section 108.9 feet to the centerline of old US-23 highway and the Place of Beginning; thence southerly deflecting 96°08' to the left 94.77 feet along said centerline; thence southeasterly 335.35 feet in the arc of a circular curve concave to the northeast; radius 574.41 feet, chord deflects 16°43'30" to the left 330.61 feet for a Place of Ending; being in the northwest 1/4 of Section 5, T1S, R6E, Northfield Township, and the northeast 1/4 of said Section 6.

Excepting from the above-described property the following:

EXHIBIT A, CONTINUED

Commencing at the E 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence N 02°04'05" W 625.05 feet along the east line of said Section 6; thence S 48°35'40" W 66.22 feet; thence N 41°24'40" W 320.00 feet to the POINT OF BEGINNING; thence S 48°35'40" W 93.40 feet; thence N 57°10'43" W 150.00 feet; thence N 06°59'52" E 140.50 feet; thence N 68°37'20" E 325.79 feet; thence southeasterly 134.00 feet along the west right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast, radius 584.84 feet, central angle 13°07'40" chord S 21°55'21" E 133.71 feet; thence S 48°35'40" W 232.38 feet to the POINT OF BEGINNING, being a part of the NE 1/4 of Section 6, T1S, R6E.

Together with a 66.00 foot wide easement for ingress and egress and the installation and maintenance of public utilities, said easement described as follows:

Commencing at the E 1/4 corner of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence N 02°04'05" W 625.05 feet along the east line of said Section 6; thence S 48°35'40" W 66.22 feet; thence N 41°24'40" W 320.00 feet; thence S 48°35'40" W 93.40 feet; thence N 57°10'43" W 150.00 feet; thence N 06°59'52" E 140.50 feet to the POINT OF BEGINNING; thence N 21°32'40" W 66.00 feet; thence N 68°37'20" E 336.79 feet; thence southeasterly 66.92 feet along the west right-of-way line of Main Street (66 feet wide) and the arc of a circular curve concave to the northeast radius 584.84 feet, central angle 6°33'20" chord S 12°04'52" E 66.88 feet; thence S 68°37'20" W 325.79 feet to the POINT OF BEGINNING of said easement, subject to easements or restrictions of record, if any.

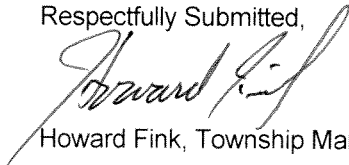
Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: Inspector Contract Agreement

Dear Township Board,

Previously, the Township Board authorized Inspectors to be contracted directly by Northfield Township. The board needs to authorize a few changes. 1) The Township will cover liability coverage (which we confirmed with the Par Plan and will not increase our premium) and 2) The board needs to cover workers compensation coverage. I do not have a quote yet for that additional workers compensation coverage, but will have that available at the meeting. In order to move forward, the board needs to officially appoint all the inspectors as independent contractors. I am recommending the board move forward with these changes.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written over a horizontal line.

Howard Fink, Township Manager

NORTHFIELD TOWNSHIP MICHIGAN

8350 Main St., Whitmore Lake, MI 48189 • P: 734-449-5000 • F: 734-449-0123

Inspector Contract

Whereas, the Township of Northfield (the "Township") has the need for state-authorized inspectors to perform regular inspections and plan reviews to determine compliance with the Michigan Electrical Code, Michigan Plumbing Code, or Michigan Mechanical Code for work performed in Northfield Township; and

Whereas, the undersigned ("Inspector") has complied with any and all local, state or federal requirements to be qualified to perform code inspections and/or plan reviews regarding electrical, plumbing or mechanical systems in the State of Michigan;

The Parties hereby agree to the following terms and conditions for Inspector's performance of inspections and reviews as an independent contractor regarding the Michigan Electrical Code, Michigan Plumbing Code, or Michigan Mechanical Code:

1. The term of this Agreement shall be for one year from the date of execution, with one year extensions as agreed to, in writing, by the Township and Inspector (the "Parties").
2. The Inspector agrees to perform all inspections as may be reasonably requested by the Township, _____ through _____, between the hours of _____ and _____. The Township will identify, in writing, all inspections to be performed by the Inspector on each day. The Inspector shall conduct only the inspections identified in writing, or such other inspections as the parties mutually agree shall be conducted on any given day.
3. The Inspector agrees to provide one weeks' notice for any and all requested time off greater than three days.
4. The Township agrees to reimburse the Inspector for inspections performed at the rate of \$45.00 for each inspection performed, and for which the Inspector has submitted a monthly, itemized, written bill as an independent contractor. The Township shall pay the Inspector for each such bill during the first cycle for payables subsequent to board approval.
5. The Inspector shall, by the end of the business day, provide the Township with copies of the inspection paperwork indicating the disposition of each inspection performed that day by:
 - 1) Providing the original signed inspection sheets, or
 - 2) Sending facsimile or email copies
6. A notice of the results of each inspection shall be left on the job site, by the Inspector, at the time of the inspection.
7. The Inspector shall provide, at his or her expense, a means of communication while in the field.

NORTHFIELD TOWNSHIP MICHIGAN

8. The Inspector shall make himself or herself available during the hours set forth in paragraph 2, above, to answer code interpretation questions related to the Michigan Electrical Code, Michigan Plumbing Code or the Michigan Mechanical Code, as needed.
9. The Inspector shall meet and continue to maintain compliance with any and all registration, certification, and licensing requirements any and all local, state or federal entity needed for inspector to be authorized to perform inspections under this Agreement, at all times while working under this Agreement. Any and all costs of complying with this section shall be the sole responsibility of the Inspector.
10. This Agreement may be terminated upon 30 days written notice by either of the parties and shall terminate on one year from inception unless otherwise previously terminated pursuant to this Agreement.

Inspector

Date

License Registration Number

Expiration Date

Township Manager

Date

Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: Arvin Sango Tax Abatement

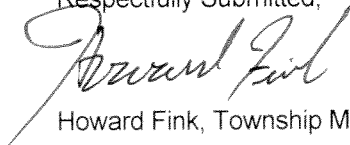
Dear Township Board,

As you recall, the board voted to accept the Arvin Sango Ten year tax abatement. Unless there were substantive changes to the agreement between the two parties, the abatement would have been approved. Arvin Sango has requested some substantive changes to the agreement and thus why it needs to be reviewed again by the board. I feel the changes are fair and provide both the Township and Arvin Sango with appropriate levels of protection. I believe Steve Mann is also comfortable with the changes, but he will be on board to discuss any questions the board has. The substantive changes are as follows:

- 1) The Claw Back measures: The original agreement stated the claw back measures (paying back the abatement) were set at 100% of the abatement if the company leaves at any time during the 10 year period. This has been changed to a schedule, which you will find on page 2, paragraph 7.
- 2) Tax Tribunal Appeals: The original agreement stated that the applicant could not appeal their taxes during the abatement period. The new agreement states the applicant can only appeal if the assessed value or taxable value exceeds 50% of the Actual Cost of the Project (increased annually by the average increase in non-residential property values in the Township).

Additionally, Arvin Sango's costs have increased and they wish to amend their abatement to reflect the increased costs of the project. Lastly, Arvin Sango would like to amend their abatement application from 11 new jobs created to 9. I still recommend approving the abatement, but again, this is a business decision of the Township Board. A resolution is attached that approves the agreement between the two entities and the amended abatement application.

Respectfully Submitted,



Howard Fink, Township Manager

**RESOLUTION RATIFYING, CONFIRMING AND APPROVING APPLICATION FOR
AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE AND APPROVING
LETTER OF AGREEMENT WITH ARVIN SANGO, INC.**

**TOWNSHIP OF NORTHFIELD
COUNTY OF WASHTENAW, STATE OF MICHIGAN**

Minutes of a regular meeting of the Township Board of the Township of Northfield, County of Washtenaw, State of Michigan (the "Township"), held on the 23rd day of August, 2016, at 7:00 o'clock p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, pursuant to Act 198, Public Acts of Michigan, 1974, as amended ("Act 198"), the Township Board by resolution previously adopted has established the 955 E. North Territorial Road Industrial Development District (the "District"); and

WHEREAS, after due and legal notice, on July 12, 2016, the Township conditionally approved an application for an Industrial Facilities Exemption Certificate ("IFEC") for Arvin Sango, Inc. (the "Applicant") pursuant to Act 198 covering certain new industrial facilities and equipment to be acquired and installed within the District; and

WHEREAS, the Township and the Applicant have mutually negotiated the terms of a written letter of agreement in accordance with the requirements of Section 22 of Act 198, in the form accompanying this Resolution (the "Letter of Agreement"); and

WHEREAS, the Applicant has submitted a corrected application to more accurately reflect estimated employment and land and building improvement costs; and

WHEREAS, the Township Board desires to ratify, confirm, and approve Arvin Sango, Inc.'s application with respect to real property for the IFEC under Act 198 and to approve the Letter of Agreement and authorize its execution by the Township Supervisor and Township Clerk; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Township, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the Township, plus the SEV of personal and real property thus

exempted.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board, on the basis of the information received from Arvin Sango, Inc. and subject to the satisfaction of the conditions subsequent contained in this Resolution, finds and determines that the granting of the IFEC for real property shall not have the effect of substantially impeding the operation of the Township or impairing the financial soundness of any taxing unit that levies an ad valorem property tax in the Township.

2. The Township Board hereby ratifies, confirms, and approves the application for the IFEC from Arvin Sango, Inc. covering new industrial facilities consisting of real property to be located within the District, for a period of 10 years following completion of construction. The IFEC shall not cover personal property.

3. The approval granted in Section 2 above is contingent upon the execution and delivery of the Letter of Agreement described in Section 4 below by Arvin Sango, Inc.

4. In accordance with the requirements of Section 22 of Act 198, wherein a written agreement between Arvin Sango, Inc. and the Township is required in order to document the understanding and the commitment between the parties as a condition of approval of an IFEC, the Township Board hereby approves the Letter of Agreement in the form accompanying this Resolution. When executed and delivered, the Letter of Agreement shall be considered incorporated in this Resolution in full by reference as part of the documentation required to complete the application for the IFEC. The Township Board authorizes the Township Supervisor and the Township Clerk to execute and deliver the Letter of Agreement, and further authorizes and directs the Township Clerk to file a copy of the Letter of Agreement, when executed, with the Michigan Department of Treasury in accordance with Act 198.

5. The Township Clerk shall promptly forward a copy of the application and this Resolution to the State Tax Commission for further consideration upon the payment by Arvin Sango, Inc. of the Township's expenses incurred in connection with the consideration of the application as provided in the Agreement.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded to the extent of such conflict.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Angela Westover
Township Clerk

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Northfield, County of Washtenaw, State of Michigan, at a regular meeting held on August 23, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Angela Westover
Township Clerk

27316718.1\065459-00018

LETTER OF AGREEMENT

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

The application for an Industrial Facilities Exemption Certificate, as amended, (the "Application") as filed by Arvin Sango, Inc., (the "Applicant") for construction of its industrial facility described therein (the "Project") has been approved by the Township of Northfield, County of Washtenaw, State of Michigan (the "Township"), subject to the following terms and conditions:

1. Applicant hereby stipulates and certifies that it has accurately estimated the value of the real property and expected improvements to the real property on the Application and that the Township may rely on the figures and information represented in the Application.
2. The Township hereby states that it voted in a public meeting on ~~July 12~~, August 23, 2016 to approve an industrial facilities exemption certificate for the Applicant, and the Township agrees to process and approve the Application and to timely forward the completed application to the State Tax Commission for final approval and issuance of said certificate, so long as such application is complete. A complete application shall include this written agreement fully executed, as required by Act 198, Public Acts of Michigan, 1974, as amended ("Act 198").
3. The length of time for which the industrial facilities tax certificate (the "Certificate"), if approved, is ten years from the date of completion of the Project. This Certificate shall apply only to the real property portion of the Project and shall not apply to personal property. The Applicant agrees that promptly after completion of the Project, it shall certify to the Township the actual value of improvements to the real property and that the Township may rely on this information.
4. Within ninety days following completion of the Project, the Applicant shall provide the Township with the actual cost of the Project and the number of new jobs created by completion of the Project, not including jobs transferred from other locations. If the actual cost of the Project is less than the estimated cost of the Project by more than 20%, the Township shall have the right to revoke the Certificate.
5. The Applicant further agrees to submit a report regarding status of employment every year beginning the year after submission of the report required in paragraph 4, on or before July 31 of that year. If employment has not remained or exceeded the number estimated in the Application, an explanation for this shall be included.
6. The Township may request a reduction in the terms of the Certificate, a revocation of the Certificate and/or recovery from the Applicant of the amount of

taxes which were abated to the extent that (1) the construction or expansion of the Project has not been completed within the required time limits, (2) the actual cost of improvements, machinery or equipment are less than the estimated costs set forth in the ~~application~~ Application by more than ten percent (10%), or (3) the estimated employment level has not reached the numbers provided by the Applicant in its Application. The Township may initiate this remedy by sending a copy of this Agreement and a copy of the annual report, along with a copy of the Township Board resolution requesting such action be taken to the State Tax Commission.

7. In order for Applicant to continue to receive the benefits of the Certificate, Applicant must operate within the Township. If Applicant closes, ceases, or moves the operation of the Project outside of the Township, Applicant shall repay to the Township and each taxing authority an amount equal to the amount of all general property taxes that would have been due for the Project if the Certificate had not been issued for each year that the Certificate was in effect, based on the following sentence. If Applicant closes, ceases, or moves the operation of the Project outside of the Township within the first three years after completion of the Project, the Applicant shall repay 100% of all abated taxes; (ii) if occurring during the fourth through seventh years after completion of the Project, the Applicant shall repay 50% of all abated taxes; and (iii) if occurring during the eighth through tenth years after completion of the Project, the Applicant shall repay 25% of all abated taxes.

8. Applicant agrees that so long as the Certificate is in effect, and provided that the assessed or taxable value for the real property and improvements does not exceed 50% of the actual cost of the Project (increased annually by the average increase in non-residential property values within the Township) it shall neither protest to the Board of Review nor file a petition with the Michigan Tax Tribunal or any court or administrative body challenging the assessment or valuation of any real property of the Project and that such action will constitute a substantial default of this Agreement. If in any year during the abatement period and for which the assessed or taxable value for the real property to which the abatement applies does not exceed the limit set forth in the first sentence of this section, Applicant seeks a reduction of the assessed and/or taxable value of the real property to which the abatement applies, Applicant shall immediately refund to the Township and each taxing authority the amount(s) abated during all years covered by the Certificate. Applicant shall also immediately abandon and surrender the Certificate to the Township. Applicant agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to Applicant in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

Applicant agrees to reimburse the Township for any costs the Township incurs in responding to or contesting any appeal Applicant asserts to any court or administrative agency during the term of this agreement that the true cash value of

the property (real or personal) is other than or different than the amount stated in the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the Township in responding to or defending against such assertions.

9. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the Township of such failure, thereafter the Township may recommend revocation of the Certificate. The Township shall not recommend such revocation until after a hearing is conducted wherein Applicant shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the Certificate should not be revoked. Applicant shall be given thirty (30) days written notice of such hearing which shall be conducted by the Township or its designee.

The determination of whether to recommend revocation of the Certificate shall be in the sole discretion of the Board of Trustees of the Township.

After such hearing, the Board of Trustees of the Township may require Applicant to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Certificate. The Township may make a claim against and enforce the terms of the performance bond.

10. In accordance with the State Tax Commission Bulletin No. 3, dated January 1998, the Township and Applicant hereby affirm that no payment(s) in excess of the fee allowed by Act 198, whether referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, has (have) been made or promised in exchange for favorable consideration of the Application.

11. This Agreement does not supersede, and is subject to, all written agreements, assurances and representations made by the Applicant to the Township in the Application or otherwise, and is further subject to the Township's current adopted policies concerning Industrial Facilities Exemption Certificates.

Arvin Sango, Inc.

Township of Northfield

By: _____

By: _____

Township Supervisor

Its: _____

Date: _____

By: _____

Township Clerk

Date: _____

26989280.2\065459-00018

Document comparison by Workshare Compare on Thursday, August 18, 2016
1:03:10 PM

Input:	
Document 1 ID	interwovenSite://BTDMS/DMS/4179437/3
Description	#4179437v3<DMS> - Arvin Sango Tax Abatement Agreement
Document 2 ID	interwovenSite://BTDMS/DMS/4179437/4
Description	#4179437v4<DMS> - Arvin Sango Tax Abatement Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	2
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

LETTER OF AGREEMENT

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

The application for an Industrial Facilities Exemption Certificate, as amended, (the "Application") as filed by Arvin Sango, Inc., (the "Applicant") for construction of its industrial facility described therein (the "Project") has been approved by the Township of Northfield, County of Washtenaw, State of Michigan (the "Township"), subject to the following terms and conditions:

1. Applicant hereby stipulates and certifies that it has accurately estimated the value of the real property and expected improvements to the real property on the Application and that the Township may rely on the figures and information represented in the Application.
2. The Township hereby states that it voted in a public meeting on August 23, 2016 to approve an industrial facilities exemption certificate for the Applicant, and the Township agrees to process and approve the Application and to timely forward the completed application to the State Tax Commission for final approval and issuance of said certificate, so long as such application is complete. A complete application shall include this written agreement fully executed, as required by Act 198, Public Acts of Michigan, 1974, as amended ("Act 198").
3. The length of time for which the industrial facilities tax certificate (the "Certificate"), if approved, is ten years from the date of completion of the Project. This Certificate shall apply only to the real property portion of the Project and shall not apply to personal property. The Applicant agrees that promptly after completion of the Project, it shall certify to the Township the actual value of improvements to the real property and that the Township may rely on this information.
4. Within ninety days following completion of the Project, the Applicant shall provide the Township with the actual cost of the Project and the number of new jobs created by completion of the Project, not including jobs transferred from other locations. If the actual cost of the Project is less than the estimated cost of the Project by more than 20%, the Township shall have the right to revoke the Certificate.
5. The Applicant further agrees to submit a report regarding status of employment every year beginning the year after submission of the report required in paragraph 4, on or before July 31 of that year. If employment has not remained or exceeded the number estimated in the Application, an explanation for this shall be included.
6. The Township may request a reduction in the terms of the Certificate, a revocation of the Certificate and/or recovery from the Applicant of the amount of

taxes which were abated to the extent that (1) the construction or expansion of the Project has not been completed within the required time limits, (2) the actual cost of improvements, machinery or equipment are less than the estimated costs set forth in the Application by more than ten percent (10%), or (3) the estimated employment level has not reached the numbers provided by the Applicant in its Application. The Township may initiate this remedy by sending a copy of this Agreement and a copy of the annual report, along with a copy of the Township Board resolution requesting such action be taken to the State Tax Commission.

7. In order for Applicant to continue to receive the benefits of the Certificate, Applicant must operate within the Township. If Applicant closes, ceases, or moves the operation of the Project outside of the Township, Applicant shall repay to the Township and each taxing authority an amount equal to the amount of all general property taxes that would have been due for the Project if the Certificate had not been issued for each year that the Certificate was in effect, based on the following sentence. If Applicant closes, ceases, or moves the operation of the Project outside of the Township within the first three years after completion of the Project, the Applicant shall repay 100% of all abated taxes; (ii) if occurring during the fourth through seventh years after completion of the Project, the Applicant shall repay 50% of all abated taxes; and (iii) if occurring during the eighth through tenth years after completion of the Project, the Applicant shall repay 25% of all abated taxes.

8. Applicant agrees that so long as the Certificate is in effect, and provided that the assessed or taxable value for the real property and improvements does not exceed 50% of the actual cost of the Project (increased annually by the average increase in non-residential property values within the Township) it shall neither protest to the Board of Review nor file a petition with the Michigan Tax Tribunal or any court or administrative body challenging the assessment or valuation of any real property of the Project and that such action will constitute a substantial default of this Agreement. If in any year during the abatement period and for which the assessed or taxable value for the real property to which the abatement applies does not exceed the limit set forth in the first sentence of this section, Applicant seeks a reduction of the assessed and/or taxable value of the real property to which the abatement applies, Applicant shall immediately refund to the Township and each taxing authority the amount(s) abated during all years covered by the Certificate. Applicant shall also immediately abandon and surrender the Certificate to the Township. Applicant agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to Applicant in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

Applicant agrees to reimburse the Township for any costs the Township incurs in responding to or contesting any appeal Applicant asserts to any court or administrative agency during the term of this agreement that the true cash value of the property (real or personal) is other than or different than the amount stated in

the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the Township in responding to or defending against such assertions.

9. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the Township of such failure, thereafter the Township may recommend revocation of the Certificate. The Township shall not recommend such revocation until after a hearing is conducted wherein Applicant shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the Certificate should not be revoked. Applicant shall be given thirty (30) days written notice of such hearing which shall be conducted by the Township or its designee.

The determination of whether to recommend revocation of the Certificate shall be in the sole discretion of the Board of Trustees of the Township.

After such hearing, the Board of Trustees of the Township may require Applicant to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Certificate. The Township may make a claim against and enforce the terms of the performance bond.

10. In accordance with the State Tax Commission Bulletin No. 3, dated January 1998, the Township and Applicant hereby affirm that no payment(s) in excess of the fee allowed by Act 198, whether referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, has (have) been made or promised in exchange for favorable consideration of the Application.

11. This Agreement does not supersede, and is subject to, all written agreements, assurances and representations made by the Applicant to the Township in the Application or otherwise, and is further subject to the Township's current adopted policies concerning Industrial Facilities Exemption Certificates.

Arvin Sango, Inc.

Township of Northfield

By: _____

By: _____

Township Supervisor

Its: _____

Date: _____

By: _____

Township Clerk

Date: _____

26989280.2\065459-00018

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit 8/18/16
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Arvin Sango, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3714	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 955 E. North Territorial, Whitmore Lake, MI 48189		1d. City/Township/Village (indicate which) Northfield Township	1e. County Washtenaw
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Whitmore Lake Public Schools	3b. School Code 81140
4. Amount of years requested for exemption (1-12 Years) 12			

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Arvin Sango, Inc. (ASI) intends to build a new industrial facility for the Research & Development of exhaust systems. The building will be 40,000 square feet, and will contain several machines large machines. Arvin Sango is a Japanese company whose North American Headquarters is located in Indiana. ASI is a supplier to Toyota Moto Corp., and has chosen this region for their R&D facility due to its proximity to Toyota's Technical Center.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	<input checked="" type="checkbox"/> \$13,671,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures Attach itemized listing with month, day and year of beginning of installation, plus total	<input checked="" type="checkbox"/> \$4,345,296 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	<input checked="" type="checkbox"/> \$18,016,296 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	06/15/16	06/15/17	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	6/15/16	06/15/17	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. **0** 10. No. of new jobs at this facility expected to create within 2 years of completion. **9**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____
 b. TV of Personal Property (excluding inventory) _____
 c. Total TV _____


12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)
TBD 12c. Is this application for a speculative building (Sec. 3(8))?
☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Thomas Christen	13b. Telephone Number 248-318-3262	13c. Fax Number N/A	13d. E-mail Address thomas.christen@arvinsango.com
14a. Name of Contact Person Thomas Christen	14b. Telephone Number 248-318-3262	14c. Fax Number N/A	14d. E-mail Address thomas.christen@arvinsango.com
15a. Name of Company Officer (No Authorized Agents) Dan Baughman			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 812-273-8339	15d. Date 8/18/16
15e. Mailing Address (Street, City, State, ZIP Code) 2905 Wilson Avenue, Madison IN 47250		15f. Telephone Number 812-273-8179	15g. E-mail Address dan.baughman@arvinsango.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. LUCI Code		16d. School Code
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.


19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
 LUCI Code	 Begin Date Real	 Begin Date Personal	 End Date Real	 End Date Personal

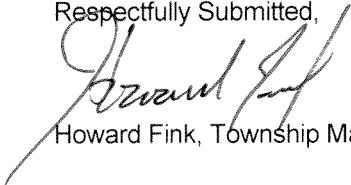
Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: MDOT Right of Way

Dear Township Board,

MDOT has requested purchase of property to expand their Right of Way for the U.S. 23 Project. Attached are a number of documents related to the request. In general, I am in agreement with such a request, but we are still reviewing all the details and issues that might be impacted. MDOT is offering a compensation in the amount of \$8,500. I would consider requesting a higher amount as their appraisal is valuing the per acre price low, in my opinion.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written over a horizontal line.

Howard Fink, Township Manager

Fred B. Phlippeau and Associates

38116 Minton
Livonia, Michigan 48150
(734) 432-5166

APPRAISAL REPORT
FOR

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
Parcel 168
Control Section 81075



Photograph of Subject Property Looking West taken by Fred B. Phlippeau on 5/30/2016

JOB NUMBER: 118461B

Location: The west side of Main Street between Barker Road and Eight Mile Road. Also, to the North and Rear of 9726 Main street, Whitmore Lake, Michigan

Interest Appraised: Fee Simple Estate

Owner of Record: Whitmore Lake Properties, LLC
2010 Hogback
Ann Arbor, Michigan 48105-9749

Fred B. Phlippeau and Associates

38116 Minton
Livonia, Michigan 48150
(734) 432-5166

June 2, 2016

Mr. Gerry Lacey,
MDOT - Michigan Department of Transportation
Department of Services Division - Real Estate Section
425 W. Ottawa Street/ P. O. Box 30005 (B250)
Lansing, Michigan 48909

Re: The Value of Part-Taken Appraisal Report
Parcel 168
Control Section 81075

Dear Mr. Lacey,

In response to your authorization, I have conducted the required investigation, gathered the necessary data, and made certain analyses that enabled me to form an opinion of the fair market value for the part acquired for the above-mentioned property.

Based on the inspection of the property, and the investigation and analyses undertaken, I have formed an opinion of value, as of the May 30, 2016 appraisal date. My conclusion of fair market value of the part acquired is as follows:

EIGHTY-FIVE HUNDRED DOLLARS
(\$8,500.00)

This is a Value of the Part Taken Appraisal Report.

The purpose of this appraisal is to estimate the fair market value of the part acquired in connection with construction on the US-23 Expressway.

Page 2 of Letter

The following appraisal report sets forth the identification of the property, the assumptions and limiting conditions, extraordinary assumptions, pertinent facts about the area and subject property, comparable data, the results of the investigation and analyses, and the reasoning leading to the conclusions.

Employment in and compensation for making this report are in no way contingent upon the value reported. I certify that I have no present or future interest in the subject property.

I do hereby certify that to the best of my knowledge and belief that the statements contained in this appraisal, upon which the opinions expressed herein are based, are correct subject to the limiting conditions.

I have not performed any services regarding the subject property within a three-year period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.

Respectfully submitted,

A handwritten signature in black ink, reading "Fred B. Philippeau" with a long horizontal flourish extending to the right.

Fred B. Philippeau,
Certified General Appraiser
License No. 1201001227

TABLE OF CONTENTS

<u>Sec. I - General Data</u>	Page Nos.
A. Cover Page	1
B. Table of Contents	4
C. Summary of Salient Facts	5
D. Legal Description of Ownership	8
E. Assessed Valuation and Taxes	9
F. Zoning	9
G. Sales History of Property	16
H. Ownership, Occupancy and Contact with the Owner	16
I. Interest Appraised	16
J. Purpose of the Appraisal	17
K. Discussion of Appraisal Problem	24
L. Fixtures	26
M. Noncompensable Items	27
N. Hazardous Waste or Property Contamination	27
 <u>Sec. II - Valuation of Property (Entire Property)</u>	
A. Description of Property	28
B. Present Use of Property	30
C. Highest and Best Use of Property	30
D. Estimated Value via Cost Approach	31
E. Estimated Value via Income Approach	32
F. Estimated Value via Sales Comparison Approach	32
G. Correlation and Conclusion of Value	39
 <u>Sec. III - Description of the Taking</u>	
A. Interest Appraised	40
B. Land and Land Improvements within the Taking	40
C. Effect of the Taking	40
 <u>Sec. IV - Valuation of the Part Taken</u>	
A. Valuation of the Part Taken	41
B. Recapitulation of Before and After Values	41
C. Distribution for Accounting Purposes	41
 <u>Sec. V - Certification</u>	42
 <u>Sec. VI - Addendum</u>	
A. Sketches & Legal Description of Easements	44
B. Photographs	47
C. Comparable Sales	50
D. General Area, City and Neighborhood Information	72
E. Statement of Limiting Conditions	73
F. Appraiser's Qualifications	75

C. SUMMARY OF SALIENT FACTS

PROPERTY DESCRIPTION

Before Acquisition

Subject Property is located on both the east and west side of Main Street, between Barker Road and Eight Mile Road, Whitmore Lake, Michigan. It is also located to the north and rear of 9726 Main Street, Whitmore Lake. Based on a sketch provided by the Michigan Department of Transportation (MDOT), the irregular-shaped property has about 63 feet of frontage on Barker Road and 236 feet of frontage on Main Street. Even though the sketch does not show it, subject property includes a small portion of land that has frontage on Whitmore Lake. Per MDOT, subject property contains a net land area of 22 +/- acres. The property includes a small strip of land that has frontage on Whitmore Lake.

Taking

The proposed taking is a highly irregular limited access segment of land that consists of 0.567 +/- acres. It is located along the northwesterly side of the property adjacent to the existing right-of-way for the US-23 Expressway.

After Taking

After taking, subject property contains 21.433 +/- acres. After the take, the description of the property is the same except for the acquisition of the above mentioned property that contains 0.567 +/- acres.

TOTAL LAND AREA

Before Taking

22 acres +/-

Taking

0.567 acres +/-

After Taking

21.433 acres +/-

UTILITIES

Public utilities include sanitary sewer, electricity, gas and telephone.

HIGHEST AND BEST USE

Before Taking

Commercial/Residential or Office mixed use or land to be held for appreciation until such time that it is economically feasible to develop it

After Taking

Same as before taking

COMPENSATION FOR LAND ACQUIRED

Cost Approach	\$ N/A
Income Approach	\$ N/A
Sales Comparison Approach	\$ 8,500
Correlated Conclusion	\$ 8,500

DATE OF VALUATION

5/30/2016

DATE THAT REPORT WAS WRITTEN

6/2/2016

D. LEGAL DESCRIPTION

Lands located in the Township of Northfield, County of Washtenaw, described as:

That part of Tract "A" lying Westerly of a limited access right of way line which is 175.00 feet Easterly of and measured at right angles from the Highway US-23 legal alignment.

US-23 Legal Alignment:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence South 88 degrees 13'35" West, along the East-West 1/4 line of said Section 6 a distance of 1145.95 feet to the point of beginning of the US-23 Legal Alignment; thence Northerly, along said alignment and along a curve to the right 1822.61 feet, said curve having a radius of 3,817.21 feet, a central angle of 27 degrees 21'26", and a chord 1805.35 feet, bearing North 04 degrees 25'58" East to the point of ending of said legal alignment

The lands described above in fee contain 0.567 acre, more or less.

The above bearings and distances are relative to the Michigan State Plane Coordinates, South Zone (2113). Please note that the method of expressing the bearings in the taking description is reflective of reference to the Michigan State Plane grid location for North. The distances expressed are relative to the state plane grid distance.

The bearings and distances expressed in the tract description are relative to the record deed information and were not established by MDOT.

There shall be no right of direct ingress or egress from the remainder of Tract "A", to and from and between the lands herein described.

Tract "A"

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section, 1279 feet; thence deflecting 90 degrees 00' to the left parallel to the East and West 1/4 line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting 90 degrees 00' to the right, 436 feet, more or less; thence deflecting 90 degrees 00' to the left, 207 feet, more or less, to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line, 450 feet, more or less, in the arc of a circular curve concave to the Southeast, radius 3669.83 feet, to a point which is West of the PLACE OF BEGINNING; thence East, 330 feet, more or less to the PLACE OF BEGINNING, being a part of the Northeast 1/4 of said Section 6. ALSO Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting 129 degrees 45' to the left 66.22 feet; thence deflecting 90 degrees 00' to the right 320.00 feet; thence deflecting 90 degrees 00' to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which is 650.68 feet North of the PLACE OF BEGINNING; thence continuing West on a line parallel to the East and West 1/4 line of said Section, 919 feet, more or less, to the Easterly line of the relocated US-23 highway; thence Southerly along said Easterly line 450 feet, more or less, in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeastly line of the Toledo & Ann Arbor Railroad right of way; thence Northeastly along said railroad right of way 10 feet, more or less; thence deflecting 90 degrees 00' to the right and continuing along said railroad right of way 809 feet; thence deflecting 52 degrees 43' 30" to the left 397.96 feet; thence Northeastly 132.26 feet to a point on the East line of said section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting 49 degrees 03' to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast 1/4 of said Section 6. ALSO INCLUDING the following described parcel: A strip of land 50 feet wide lying Easterly of and adjacent to a line 33 feet Easterly and parallel to the centerline of Ann Arbor Railroad and extending Northerly from the North right of way of Barker Road which runs East and West on the 1/4 line of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, for a distance of 1000 feet EXCEPTING THEREFROM the right of way from US-23. EXCEPTING from the above mentioned property land conveyed in Warranty Deed recorded in Liber 1895, page 740, Washtenaw County Records.

Commonly known as: Vacant Land - Main St., Whitmore Lake, MI 48189.

E. ASSESSED VALUE AND TAXES

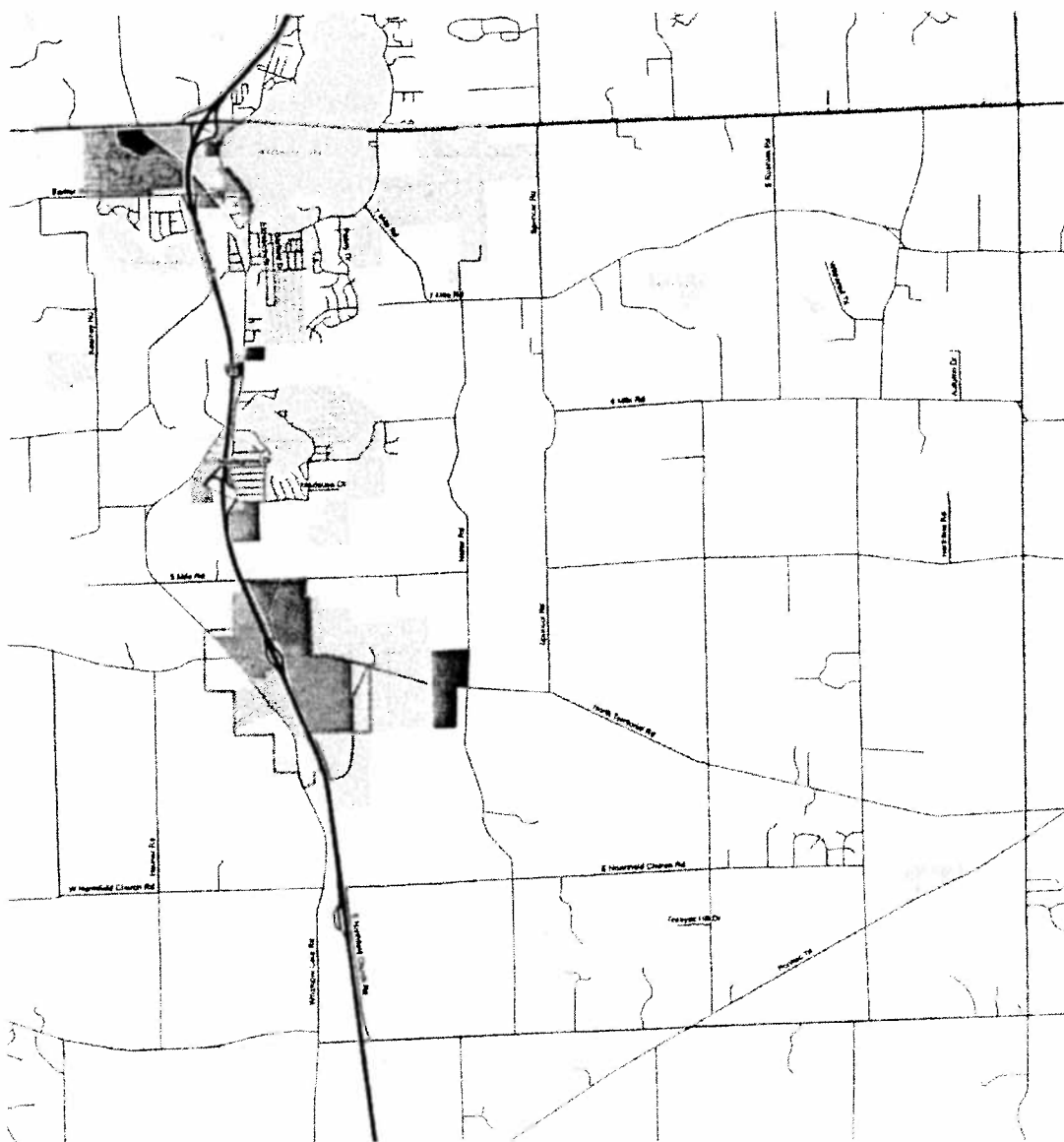
According to the MDOT 0633ES, subject property comprises of Parcel Number B-02-06-105-004 and of Parcel Number B-02-06-105-009 and has a total area of 22 +/- acres. According to the tax records, these two parcels combined have a total of 19.66 acres. The State Equalized Value for these two tax item numbers are as follows:

Assessed Value:	\$960,100
State Equalized Value: (2016)	\$960,100
Taxable Value: (2016)	\$237,406
Annual Taxes (2015)	\$11,594.04

Based on the assessed value, subject has a market value of 1,920,200. Based on 19.66 acres indicated by the Assessor, the assessment indicates a market value of \$97,670 per acre or \$2.24 per square foot. Subject property is currently on the market for \$15,000 per acre or \$0.34 per square foot.



















F. ZONING

Subject is zoned WLD-NV – Whitmore Lake North Village. This is a mixed use zoning classification that allows commercial/office/residential development. See Zoning map and text on the following pages:



NORTHFIELD TOWNSHIP Zoning Map

Data sources: State of Michigan Geographic Data Library, Ann Arbor, County level

- | | | |
|--|---|---|
|  AR - Agriculture |  HC - Highway Commercial |  PSC - Planned Shopping Center |
|  LR - Low-Density Residential |  GC - General Commercial |  RC - Recreation Conservation |
|  MR - Multiple-Family Residential |  LI - Limited Industrial |  WLD-DD - Whitmore Lake Downtown |
|  MHP - Mobile Home Park |  GI - General Industrial |  WLD-NV - Whitmore Lake North Village |
|  SR1 - Single-Family Residential |  RTM - Research/Technology/Manufacturing |  WLD-W - Whitmore Lake Waterfront |
|  SR2 - Single-Family Residential |  ES - Enterprise Service |  Whitmore Lake/North Territorial
Overlay District |
|  LC - Local Commercial |  PUD - Planned Unit Development | |

Sec. 36-337. - Purpose.

The master plan places greater emphasis on regulating form and character of development as well as use and intensity of use in the lakes subdistrict. The Whitmore Lake District (WLD) uses form-based provisions to accomplish the goals of the master plan with a special sensitivity to the contextual relevance of three unique subdistricts within the overall WLD. This unique zoning district allows the township to regulate land use in a more flexible format for this specific area to encourage a viable, dynamic mix of uses while implementing a set of design regulations aimed at creating a walkable, compact destination. Specifically, the WLD will do the following:

- (1) Ensure that development is of human scale, primarily pedestrian-oriented, and designed to create attractive streetscapes and pedestrian spaces.
- (2) Promote mixed-use development in both a horizontal and vertical form.
- (3) Ensure reasonable transition between higher intensity development and adjacent neighborhoods.
- (4) Provide economic development opportunities by allowing a wider range of potential uses and creative redevelopment techniques that will expand the employment base and value of land.
- (5) Provide a simple, predictable, efficient way to allow complex, innovative development that would otherwise require special planning procedures.

(Ord. of 7-22-2013, § 30.01)

Sec. 36-338. - Applicability and organization.

- (a) Uses, buildings and structures that are nonconforming to the requirements of this article are subject to the regulations of article XXIX of this chapter.
- (b) The requirements of this article shall not apply to:
 - (1) Continuation of an existing permitted use within an existing structure.
 - (2) Reoccupation of an existing building with a permitted use.
 - (3) The expansion of a conforming existing structure by less than 500 square feet or five percent of the total existing floor area, whichever is less, when the building will be occupied or reoccupied by a permitted use. The exempt expansion as noted may occur only once in any two-year period based on the floor area as it existed prior to the expansion.
 - (4) Changes of use within existing structures; provided the new use is permitted in the subdistrict of the WLD where the site is located.
 - (5) Normal repair and maintenance of existing structures that do not increase its size.
 - (6) Continuation of a legal nonconforming use, building, and/or structure.
- (c) The WLD is divided into three subdistricts. These three subdistricts are identified as the Downtown (WLD-D), Waterfront (WLD-W), and North Village (WLD-NV). These three subdistricts are identified on the official zoning map as separate and distinct subdistricts within the overall WLD zoning classification.
- (d) This article contains a set of regulations unique to the WLD. Specifically, these include:
 - (1) General standards that apply to all WLD properties in all three subdistricts. These include special provisions for parking and landscape and streetscape elements.
 - (2) A permitted uses table that provides for a dynamic mix of uses throughout the three subdistricts.
 - (3) Design standards applicable to all WLD properties in all three subdistricts.

- (4) Form-based dimensional requirements for the WLD-D, WLD-W, and WLD-NV subdistricts. These include special provisions not found in other zoning districts, including:
- Minimum and maximum height.
 - Required building lines and setback lines.
 - Exemptions and modifications from form-based provisions for streetscape elements.
 - Parking location.
 - Lot coverage and open space.

(Ord. of 7-22-2013, § 30.02)

Sec. 36-339. - Standards applicable to all subdistricts.

- (a) Parking shall not be required in the WLD. However, when provided on site, parking must comply with the following:
- When parking is located in a side yard (behind the front building line) but fronts on a required building line, no more than 25 percent of the total site's linear feet along the required building line or 60 feet, whichever is greater, shall be occupied by parking.
 - For a corner lot or lot with multiple frontages, no more than 25 percent of the total site's linear feet along the required building line or 60 feet, whichever is greater, shall be occupied by parking on both frontages.
- (b) Landscape and streetscape elements shall be required in accordance with section 36-722.
- (c) Parking areas which front on a right-of-way as permitted by subsection (a)(1) of this section shall be screened from the public right-of-way by a 30-inch decorative masonry wall. Such wall may be located directly along the front property line or may be recessed and buffered by a landscape bed three feet in depth.

(Ord. of 7-22-2013, § 30.03)

Sec. 36-340. - Uses permitted.

- (a) Authorized uses are identified in the table below. The uses permitted in the WLD are arranged in a unique manner, referring to the uses permitted in other districts.
- (b) If a use is not listed but is similar to other uses within a category, the zoning administrator may make the interpretation that the use is similar to other uses, and is permitted to the same extent and under the same conditions as the similar use.

Permitted Uses

Uses which are permitted by right (P); uses subject to conditional use approval (C); not permitted uses (NP); or uses permitted on upper floors only (UP)

	WLD-D	WLD-W	WLD-NV
Single-family dwellings and any use, building, or structure accessory thereto	UP	P	UP

Two-family dwellings and any use, building, or structure accessory thereto	UP	C	UP
Multiple-family dwelling and any use, building, or structure accessory thereto	UP	C	UP
Home occupations	UP	P	UP
Personal services including clothing and apparel services, including laundry pickup, automatic laundry, dressmaking, millinery, tailor shop, and shoe repair shop	P	C	P
Restaurants, including those primarily devoted to serving alcoholic liquors for consumption on the premises and/or providing entertainment, but not including any business of a drive-in type or which have a drive-through	P	C	P
Drive-through as an accessory to a restaurant, financial services, or other permitted use	NP	NP	C
Business and professional offices	P	P	P
Medical and dental offices	P	P	P
Retail, including food services retail, general retail	P	C	P
Essential services	P	P	P
Equipment services, including repair, radio and television, electrical appliance shop, plumber, electrician, and other similar services and trades	P	C	P
Printing, lithographic, blueprinting, and similar uses	C	C	C
Bed and breakfast inns, subject to the provisions of section 36-711	P	P	P
Motels, hotels	P	C	P
Accessory uses, building, or structure	P	P	P
Research oriented and light industrial park uses	C	C	C
Financial services, not including a drive-through	P	P	P

Outdoor commercial recreation, public or private	C	C	C
A church, synagogue, cathedral, mosque, temple, or other building used for public worship, or a cemetery; public building	C	C	C
Public and private nursery schools, primary and secondary schools, colleges and universities	C	C	C
Medical and dental clinics when associated with a hospital or nursing home (ambulatory health care facility) in which outpatient treatment for patients is provided	C	C	C
Funeral establishments	C	C	C
Hospitals, nursing homes, sanitariums	C	C	C
Commercial communications apparatuses, subject to the provisions of section 36-720	NP	NP	C
Animal hospitals or clinics	C	C	C
Temporary outdoor sales when conducted by a permanent business established on site; provided that the locations and annual sales period for such sales shall be established by the planning commission, subject to the provisions of section 36-391(15)	P	C	P
Permanently reserved areas for outdoor seating and/or service when associated with a restaurant	P	C	P
Open air display area for the sale of manufactured products	C	C	C
Contractor wholesale supply when in conjunction with general retail sales of items, including electrical, plumbing, lumber, and/or garden supplies	C	C	C
Boat sales and marinas	NP	C	C
Automobile or vehicle dealerships	C	C	C
Commercial recreation facilities, including indoor theaters, bowling alleys, skating rinks, racket clubs	P	P	P

1. Wall design. Wall designs that provide visual interest and pedestrian scale may count as a transparency alternative if they provide a minimum of three of the following elements, occurring at intervals no greater than 25 feet horizontally and ten feet vertically:
 - (i) Expression of structural system and infill panels through change in plane not less than three inches.
 - (ii) System of horizontal and vertical scaling elements, such as belt course, string courses, cornice, and pilasters.
 - (iii) System of horizontal and vertical reveals not less than one-inch in width/depth.
 - (iv) Variations in material module, pattern, and/or color.
 - (v) System of integrated architectural ornamentation.
 - (vi) Green screen or planter walls.
 - (vii) Translucent, fritted, patterned, or colored glazing.
 2. Outdoor dining/seating. Outdoor dining/seating located between the building and the primary street zone lot line may count toward the transparency requirement. Such spaces must be permanently created by a wall or other permanent improvement defining the outdoor dining area.
 3. Permanent art. Noncommercial art or graphic design of sufficient scale and orientation to be perceived from the public right-of-way and rendered in materials or media appropriate to an exterior urban environment and permanently integrated into the building wall may count toward the transparency requirement.
- (4) Pedestrian access/entrance.
- a. The primary entrance for a nonresidential and/or mixed-use building shall be clearly identifiable and useable and located facing the right-of-way.
 - b. A pedestrian connection shall provide a clear, obvious, publicly accessible connection between the primary street upon which the building fronts and the building. The pedestrian connection shall comply with the following:
 1. Fully paved and maintained surface not less than five feet in width.
 2. Unit pavers or concrete distinct from the surrounding parking and drive lane surface.
 3. Located either within a raised median or between wheel stops to protect pedestrians from vehicle overhangs where parking is adjacent.
 - c. Additional entrances. If a parking area is located in the rear or side yard, it must also have a direct pedestrian entrance to the building that is of a level of materials quality and design emphasis at least equal to that of the primary entrance.

(Ord. of 7-22-2013, § 30.05)

G. SALES HISTORY OF THE PROPERTY

There has been no sales history in the last five years.

H. OWNERSHIP, OCCUPANCY, AND CONTACT WITH OWNER

Date of Inspection	May 30, 2016
Occupants	Vacant Land
Record Owner	Whitmore Lake Properties, LLC
Contact Address	2010 Hogback Road Ann Arbor, Michigan 48105-9749
Contact Person	Dana A. Dever, Attorney
Telephone Number	(Business) 734-994-1295

Owner Interview

I contacted Mr. Dever, who is the owner's appointed representative, and offered him an opportunity to be present when I view the subject property. He said that it would not be necessary for him to be present and he gave me permission to view the property at my convenience. He also stated that the asking price for subject property @ \$15,000 per acre is low. Also, he said that the Township is interested in purchasing the property for a park.

I. INTEREST APPRAISED

Fee simple estate (*The Appraisal of Real Estate*, 13th Edition)

Fee simple estate interest is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power and escheat.

J. PURPOSE OF THE APPRAISAL

This appraisal sets forth an estimate of market value for the part acquired. The following pages include definitions and comments relative to the application of fundamental appraisal standards and legal requirements. These definitions are based, in part, on Michigan Standard Jury Instructions and relevant case law.

This appraisal was prepared for my client, the Michigan Department of Transportation (MDOT). There is a reasonable assumption that the owner and/or his representatives will view this report. No other uses or users are intended. Any other use of this appraisal would not be appropriate and could be misleading.

EXTRAORDINARY ASSUMPTIONS

The Uniform Standards of Professional Appraisal Practice (USPAP) defines extraordinary assumption as “An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers opinions or conclusions.” This accepts as fact otherwise uncertain information about characteristics of the subject property or condition external to the property. This appraisal is based on the extraordinary assumption that the subject is free of hazardous waste/toxins and that the subject is not adversely affected by wetlands.

Highest and Best Use, MiCivJI 90.09

The requirements of intelligence, knowledge and willingness as a part of the concept of fair market value requires that the property be considered under its highest and best use.

In deciding the market value of the subject property, you must base your decision on the highest and best use of the property. By “highest and best use” we mean the most profitable and advantageous use the owner may make of the property even if the property is presently used for a different purpose or is vacant, so long as there is a market demand for such use.

Just Compensation, MiCivJI 90.05

Whenever private property is taken for a public purpose, the Constitution commands that the owner shall be paid just compensation.

Just compensation is the amount of money which will put the person whose property has been taken in as good a position as the person would have been in had the taking not occurred. The owner must not be forced to sacrifice or suffer by receiving less than full and fair value for the property. Just compensation should enrich neither the individual at the expense of the public nor the public at the expense of the individual.

The determination of value and just compensation in a condemnation case is not a matter of formula or artificial rules, but of sound judgment and discretion based upon a consideration of all of the evidence you have heard and seen in this case.

*(In determining just compensation, you should not consider what the *[name of condemning authority]* has gained. The value of the property taken to the *[name of condemning authority]* and to its customers is not to be considered in any way.)

Market Value, MiCivJI 90.06

By “market value” we mean:

- a) the highest price estimated in terms of money that the property will bring if exposed for sale in the open market with a reasonable time allowed to find a purchaser buying with knowledge of all of the uses and purposes to which it is adapted and for which it is capable of being used
- b) the amount which the property would bring if it were offered for sale by one who desired, but was not obliged, to sell, and was bought by one who was willing, but not obliged, to buy
- c) what the property would bring in the hands of a prudent seller, at liberty to fix the time and conditions of sale
- d) what the property would sell for on negotiations resulting in sale between an owner willing, but not obliged, to sell and a willing buyer not obliged to buy
- e) what the property would be reasonably worth on the market for a cash price, allowing a reasonable time within which to effect a sale.

Partial Taking, MiCivJI 90.12

This case involves what is known as a "partial taking"; that is to say, the rights being acquired by MDOT are part of a larger parcel under the control of the owner.

When only part of a larger parcel is taken, as is the case here, the owner is entitled to recover not only for the property taken, but also for any loss in the value to his or her remaining property.

The measure of compensation is the difference between (1) the market value of the entire parcel before the taking and (2) the market value of what is left of the parcel after the taking.

(In valuing the property that is left after the taking, you should take into account various factors, which may include: (1) its reduced size, (2) its altered shape, (3) reduced access, (4) any change in utility or desirability of what is left after the taking, (5) the effect of the applicable zoning ordinances on the remaining property, and (6) the use which the [name of condemning authority] intends to make of the property it is acquiring and the effect of that use upon the owner's remaining property.)

Further, in valuing what is left after the taking, you must assume that the MDOT will use its newly acquired property rights to the full extent allowed by the law.

Note on Use

*The six factors listed in this paragraph are illustrative, not exclusive. *But see* MCL 213.70(2). If no evidence has been introduced on one or more of the factors, it should be deleted from the instruction.

An alternative test of compensation for a partial taking (*i.e.*, value of the part taken plus damages to the remainder) may be appropriate in certain cases in lieu of this instruction.

Effect of the Proposed Public Improvement, MiCivJI 90.15

Eminent domain cases in the State of Michigan require the following definition for determining the Just Compensation of a property.

The process of determining the value on the date of taking may be complicated by the government's actions leading up to the taking, if those actions have had an effect on the market value of the property. In such case, you must disregard any change in value resulting from such actions and grant compensation on the basis of what the market value of the property would be if such actions had not occurred. In other words, in arriving at market value you should disregard any conditions which may exist in this area resulting from the prospect of condemnation for this project and the other proceedings leading up to this condemnation case.

You should determine the value of the property as though this project had not been contemplated.

This does not mean that the announcement of the project acts to insulate the properties concerned from economic forces. The market may go up or down, the property may deteriorate or be improved, and you should recognize those factors. However, a change in value directly attributable to the prospect of this condemnation should not penalize the owner. Likewise, the same token, you should disregard any increases in value which may have occurred because of the prospect of the completion of the project.

General Effects - Michigan Uniform Condemnation Procedures Act, MCL 213.70(2)

The general effects of a project for which property is taken, whether actual or anticipated, that in varying degrees are experienced by the general public or by property owners from whom no property is taken, shall not be considered in determining just compensation. A special effect of the project on the owner's property that, standing alone, would constitute a taking of private property under Article X, Section 2 of the State Constitution of 1963 shall be considered in determining just compensation. To the extent that the detrimental effects of a project are considered to determine just compensation, they may be offset by consideration of the beneficial effects of the project.¹

Principle of Substitution (*The Appraisal of Real Estate*, 13th Edition)

The principle of substitution affirms that the maximum value of property tends to be set by the cost of acquisition of an equally desirable and valuable substitute property, assuming no costly delays are encountered in substitution.

The principle of substitution is of basic importance in translating the requirements of fair market value to the actual appraisal process. It provides the logic under which normal approaches to value must be applied. The essential point of this principle is that the definition of fair market value assumes equal intelligence, willingness and knowledge on the part of both buyers and sellers, and that the cost of reasonable substitution is the point of common interest between the two. Therefore, as the various appraisal methods are applied, the test of reasonable substitution must be applied to both seller and buyer interests. When there is a reasonable blend between these two interests, a market value position has been reached.

¹ *Michigan Department of Transportation v. Tompkins*, 481 Mich. 184, 749 N.W. 2d 716
Fred B. Philippeau and Associates

Real Property (*The Appraisal of Real Estate*, 13th Edition)

Real property is defined as all interests, benefits, and rights inherent in the ownership of physical real estate; the bundle of rights with which the ownership of the real estate is endowed. The bundle of rights contains all the interests in real property including the right to use the real estate, sell it, lease it, enter it, and give it away, and that each “stick” can be separated from the bundle and traded in the market.

Principle of Supply and Demand (*The Appraisal of Real Estate*, 13th Edition)

The principle of supply and demand is defined as; the principle that states that the price of a commodity, good, or service varies directly, but not necessarily proportionately, with demand, and inversely, but not necessarily proportionately, with supply. In a real estate appraisal context, the principle of supply and demand states that the price of real property varies directly, but not necessarily proportionately, with demand and inversely, but not necessarily proportionately with supply.

The complex interaction of the four factors that create value (utility, scarcity, desire and effective purchasing power) is reflected in the basic economic principle of supply and demand. The utility of a commodity, its scarcity or abundance, the intensity of the human desire to acquire it, and the effective power to purchase it all affect the supply of and demand for the commodity in any given situation. Demand for a commodity is created by its utility and affected by its scarcity. Demand is also influenced by desire and the forces that create and stimulate desire. Although human longing for things may be unlimited, desire is restrained by effective purchasing power. Thus, the inability to buy expensive things affects demand.

Similarly, the supply of a commodity is influenced by its utility and limited by its scarcity. The availability of a commodity is affected by its desirability. Land is a limited commodity, and the land in an area that is suitable for a specific use will be in especially short supply if the perceived need for it is great. Sluggish purchasing power keeps the pressure on supply in check. If purchasing power expands, the supply of a relatively fixed commodity will dwindle and create a market-driven demand to increase the supply.

Principle of Balance (*The Appraisal of Real Estate*, 13th Edition)

The principle of balance states that real property value is created and sustained when contrasting, opposing, or interacting elements are in a state of equilibrium.

Principle of Contribution (*The Appraisal of Real Estate*, 13th Edition)

The principle of contribution is the concept that the value of a particular component is measured in terms of its contribution to the value of the whole property or as the amount that its absence would detract from the value of the whole.

Principle of Anticipation (*The Appraisal of Real Estate*, 13th Edition)

The principle of anticipation is defined as the perception that value is created by the expectation of benefits to be derived in the future. Value is created by the anticipation of future benefits.

Principle of Change (*The Appraisal of Real Estate*, 13th Edition)

The principle of change is defined as the cause and effect relationship among the forces that influence real property value.

J. DISCUSSION AND SCOPE OF THE APPRAISAL PROBLEM

The appraisal assignment involves a part-taken appraisal of a larger property owned and controlled by Whitmore Lake Properties, LLC. The United States Constitution and State of Michigan law require that the property owner be paid Just Compensation for this taking. Fundamentally, Just Compensation is that amount of money required to put the property owner in as good a position had the taking not been considered. Implicit in this requirement is that neither the property owner nor the condemning authority be enriched by the other as a result of such proceedings.

The property that is subject to this appraisal is located on the west side of Main Street, north of Barker Road, Whitmore Lake, Michigan.

A value of the part taken appraisal is required. The purpose of the proposed project is land to be used in connection with road construction on the US-23 Expressway.

After the take, the description of the property is the same except for the acquisition of 0.567 +/- acres.

MARKET COMPETENCY, INVESTIGATION, AND RESEARCH – SCOPE OF WORK

Subject property contains 22 +/- acres. The part taken contains 0.567 +/- acres and the remainder contains 21.433 +/- acres.

I considered data from closed sales, pending sales and listings of competitive vacant land properties. This data was used to establish the prices; real property rights conveyed, transaction dates, financing terms, motivations, locations, and the physical and functional conditions under consideration. Sources of information included public records, sales data services, and interviews with the parties involved in or knowledgeable about a transaction. The geographic limits of the data search are vacant properties situated in Livingston County, Wayne County and Washtenaw County, Michigan.

I consulted with various staff members of the Northfield Township regarding property characteristics, zoning regulations, and other necessary investigation. I have also spoken with several real estate agents as well as other professionals in the area of real estate and related issues. Northfield Township recently completed a new Master Plan that provided pertinent information regarding subject property.

METHODOLOGY

The Direct Sales Comparison Approach to Value is the only reliable approach to value in this appraisal problem. Vacant land sales and listings were selected for comparison with the subject land before the take. The replacement cost less depreciation approach to value was considered and deemed unreliable because the part taken is vacant land. The income approach is not applicable because this is not the type of property sold for potential net income.

This is a part-taken appraisal whereby only the part-taken is appraised. A part-taken appraisal requires the appraiser to estimate whether or not the acquisition results in damages to the remainder. To do this, some of the factors considered after taking include 1) its reduced size, 2) its altered shape, 3) its reduced access, 4) any change in utility or desirability on what is left after taking, 5) the effect of the applicable zoning ordinances on the remaining property, and 6) the use that the client intends to make of the property it is acquiring and the effect of that use upon the owners remaining property. The proposed acquisition does not result in damages to the remainder.

1. Reduced Size

There is a loss in value to the property after taking caused by a reduced land area of the remainder.

2. Altered Shape

The altered shape of the property does not adversely affect the value of the remainder after taking.

3. Reduced Access

There is no reduced access to the subject property.

4. Change in Utility or Desirability

There is no change in utility or desirability of the property after the take. There are several additional contiguous properties owned by the same owner. The taking does not adversely affect the value of subject property, if it were to be assembled with any of these other contiguous properties.

5. Effect of Applicable Zoning Ordinance

The effect of the Zoning Ordinance does not adversely affect the fair market value of the remainder.

6. The Intended Use for the Property

It is my opinion that the use of the property taken for road purposes in connection with the US-23 Expressway does not adversely affect the value of the remainder. Therefore, there are no damages to the remainder as a result of the taking.

L. FIXTURES

None

M. NONCOMPENSABLE ITEMS

To the best of my ability, I have not included compensation for noncompensable items.

N. HAZARDOUS WASTE AND PROPERTY CONTAMINATION

As is typical with most eminent domain-related appraisals, the subject Property will be valued under the assumption that the property is free of any and all contaminants. Municipalities and/or condemning agencies reserve their rights to bring Federal or State cost recovery actions against the present owner of the property arising out of a release of hazardous substances at the property. I observed no evidence of hazardous or toxic waste; however, I am not versed in nor qualified to detect contaminated conditions. Expert testing should be done, if so desired.

WETLANDS AND FLOODPLAINS

There is no indication that subject property includes wetlands. I am not versed in nor qualified to detect such. Expert testing should be done, if so desired. All conclusions of value must be based upon the hypothetical assumption that no regulated wetlands are present on the land acquired.

A. DESCRIPTION OF PROPERTY

SITE DESCRIPTION

Location

Subject property is located on both the east and west side of Main Street between Barker Road and Eight Mile Road, Whitmore Lake, Michigan. The property includes a small strip of land that has frontage on Whitmore Lake.

Size and Shape

Subject property is an irregular shaped parcel of land that contains 22 +/- acres.

Site Dimensions

Based on a sketch provided by the Michigan Department of Transportation (MDOT), the irregular-shaped property has about 63 feet of frontage on Barker Road and 236 feet of frontage on Main Street. The property has too many angles to describe each dimension. (See the sketch in the addendum to this report).

Corner Influence

None

Plottage and Excess land

Plottage is "An increment of value created when two or more sites are combined to produce greater utility." (*The Appraisal of Real Estate*, 13th Edition)

It is my opinion that assemblage with any other land will not increase the value of subject Land. Therefore, a plottage adjustment is not required.

Excess land is "land that is not needed to serve or support the existing improvement. The highest and best use of excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and must be valued separately." (*The Appraisal of Real Estate*, 13th Edition)

There is no excess land that cannot be used according to the highest and best use of the property.

Topography

Subject property is level to rolling land that is below grade to the US-23 Expressway. It is at grade level to Main Street. The part of northwest corner of the site is wooded and subject property has direct access to Whitmore Lake.

Utilities

Subject property has access to sanitary sewer, electricity, gas and telephone.

Site Improvements

There are no site improvements. The land is covered by natural vegetation.

Environment

The neighborhood is developed with a combination of single-family residential, office and commercial properties.

Easements

There were no easements observed that adversely affect the value of subject property.

Soils

The soil type is Morley loam 2 to 6% slopes and Pewano clay loam.

B. PRESENT USE OF THE PROPERTY

Vacant land

C. HIGHEST AND BEST USE OF PROPERTY

Highest and best use is the most profitable and advantageous use that the owner may make of the property even if the property is presently used for a different purpose or is vacant, so long as there is a market demand for such use. One of the things that must be considered in deciding what the highest and best use of the property was at the time of taking is the zoning classification of the property at that time. However, if there was a reasonable possibility, absent the threat of this condemnation case, that the zoning classification would have been changed, you should consider this possibility in arriving at the value of the property on the date of taking. In order to affect the value of the property, the possibility of rezoning must be real enough to have caused a prudent prospective buyer to pay more for the property than he or she would otherwise pay.²

The criteria that must be met to estimate highest and best use are as follows:

1. Physically Possible: The site must possess adequate size, shape and soil conditions to support the proposed use.
2. Legally Permissible: The proposed use of the property must conform to all local and state zoning and use restrictions for the site.
3. Financially Feasible: The proposed use must be capable of providing a net return to the property owner.
4. Maximally Productive: Of those physically possible, legally permissible, and financially feasible uses, the highest and best use for a property is that use which provides the greatest net return to the property owner over a given period of time.

² *Michigan Standard Jury Instructions, Highest and Best Use(SJI2d 90.09) and Possibility of Rezoning(SJI2d 90.10)*

Subject property is a vacant parcel of land. It is irregular in shape, which does not adversely affect utility. Soil conditions are acceptable as evidenced by nearby development.

The property is zoned WLNT – Whitmore Lake/North Territorial Overlay Districts. This is a mixed-use classification that permits a wide variety of office, commercial, research oriented light industrial and residential uses.

The ultimate highest and best use of subject property is not clear at this time. Therefore, it is my opinion that the property should be held for appreciation until such time that it is economically feasible to develop the site. At that time, I anticipate that the property will be developed with a use permitted by the Zoning Ordinance (WLNT – Whitmore Lake/North Territorial Overlay Districts).

D. ESTIMATED VALUE VIA COST APPROACH

The cost approach estimates the depreciated value of the costs to replace improvements. The value of land is then added to arrive at an estimate of market value for the entire parcel. This approach references the use of the reproduction or replacement cost. The reproduction cost involves duplicating an exact replica of the improvements, addressing specific characteristics and components. The replacement cost considers the replacement of subject improvements with a substitute of like or equal quality.

Because subject property is appraised as vacant land, the cost approach is not applicable.

E. ESTIMATED VALUE VIA INCOME APPROACH

The income approach is “A set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated benefits into property value. This conversion is accomplished either by 1) capitalizing a single year’s income expectancy or an annual average of several years’ income expectancy at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; or 2) discounting the annual cash flows for the holding period and the reversion at a specified yield rate.” (The Dictionary, p. 159).

Because this is not the type of property purchased for potential net income, the income approach is not applicable.

F. ESTIMATED VALUE VIA SALES COMPARISON APPROACH

According to The Appraisal of Real Estate, 12th edition, published by the American Institute of Real Estate Appraisers, The sales comparison approach is “A set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sales prices of the comparables.

The sales comparison approach is based on the premise that the market value of a property is directly related to the prices of comparable, competitive properties. The value of a property market is set by the availability of substitute properties of similar utility and desirability. It is affected when the relationships between land and improvements, and property and its environment are in balance. Externalities such as the neighborhood and the economy can affect property values positively or negatively. The sales comparison approach is applicable when there is sufficient data on recent market transactions to indicate value patterns; it is less useful when data is scarce. Abrupt changes in economic conditions, rates of inflation, zoning, property taxes, or supply may also limit the reliability of the approach. Sales comparison is usually used to value single-family residential properties. It may also provide information on income, expenses, and capitalization rates and factors that can be applied in the income capitalization approach.

To apply the sales comparison approach, the appraiser considers data from closed sales, contracts, offers, and listings of competitive properties. This data is used to establish the prices, real property rights conveyed, transaction dates, financing terms, motivations,

Fred B. Phlippeau and Associates

locations, physical and functional conditions, and income producing characteristics of the properties under consideration. Sources of information may include public records, sales data services, and interviews with the parties involved in a transaction. The geographic limits of the data search are set by the range of competitive properties.

A systematic, five-step procedure for applying the sales comparison approach involves: 1) researching the market for data on the prices of comparable properties, 2) verifying that the data is accurate and representative of arms-length transactions, 3) determining relevant units of comparison, 4) comparing the subject with the comparables and adjusting the comparables for differences, and 5) reconciling the multiple value indications into a single value or a range of values.

The basic elements of comparison that should always be considered in the sales comparison analysis are as follows:

- 1) Real property rights conveyed
- 2) Financing terms
- 3) Conditions of sale
- 4) Market conditions
- 5) Location
- 6) Physical characteristics
- 7) Economic characteristics
- 8) Use
- 9) Non-realty components of value

This is a value of the part-taken appraisal whereby only the part acquired is appraised.

The rate per acre is selected as the proper unit of comparison.

See the grid analysis on the next page.

GRID ANALYSIS

Elements of Comparison	Subject	Transaction 1	Transaction 2	Transaction 3
Proximity	N/A	10 Miles NW	20 Miles NW	15 Miles SW
Sale Price (\$)	N/A	403,000	85,000	175,000
Interest Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash	Cash to Seller	Land Contract	Cash to Seller
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Sales Price after Adj. for Conditions of Sale(\$)	N/A	403,000	85,000	175,000
Date of Sale	5/30/2016	1/16/2013	9/29/2015	9/11/2014
Sales Price after Adj. for Date of Sale (\$ Per Acre)	Average	13,601	12,801	12,821
OTHER ADJUSTMENTS				
Location	Average	Good -20%	Fair +10%	Average -0-
Sanitary Sewer/Water	Sanitary Sewer	San. Sewer & Water -5%	San. Sewer & Water -5%	None +5%
Topography	Average	9.49 Ac. Muck +25%	Average -0-	Average -0-
Zoning	Mixed Use	Office plus Mixed Use -0-	Commercial -0-	Commercial plus Mixed Use -0-
Net Size (Acres)	22 +/-	29.63	6.64	13.65
View	Good	Average +10%	Average +10%	Average +10%
TOTAL ADJUSTMENTS		+10%	+15%	+15%
INDICATED VALUE Acre (\$)		14,961 Say \$15,000	14,721 Say 14,700	14,744 Say 14,700

SUBSTANTIATION OF ADJUSTMENTS USED IN MARKET APPROACH

Market Conditions

Recent sales of larger-sized, vacant commercial land sales in and around Washtenaw County are scarce. It appears that most developers/land owners that own vacant commercial land are waiting until the market rebounds in their particular area to sell off or develop their property and maximize their assets. Potential buyers for large sized vacant commercial land appear to be limited.

The willingness to develop larger-sized vacant commercial land has slowed significantly since 2001 due to a variety of reasons. This lack of activity makes it difficult to accurately measure trends in property values. However, based on my experience in appraising various commercial properties as well as discussions I had with several prominent real estate brokers in the Washtenaw County area, vacant commercial land prices experienced sharp declines. Indications are that the majority of this decline occurred from 2006 to 2009.

It was concluded by the Northfield Township Board that a highway commercial use at this location is not reasonable. Therefore, the Zoning was changed to WLD-NV, which permits a mixed use that includes office, commercial and residential uses. After marketing the property for some time, it was also concluded by the listing agents that the highway commercial use is not economically feasible. As a result, subject property along with other land was placed on the market for \$15,000 per acre. Obviously, the high assessment for subject property does not reflect the new zoning for subject or for that matter, the new offering price.

After an intensive effort was made to uncover larger sized, commercial land sales, it was found that the sales used are the best comparables for subject property. See copy of listing highlight sheet for subject property on the following page. A discussion of each of the comparable transactions can be found on the pages following the two listing sheets.

0 Main Street

\$229,500

Address	15.3 Acres	Property address	15.3 Acres
City	Whitmore Lake, MI	Property city	Whitmore Lake, MI
County	Washtenaw	Property county	Washtenaw
State	MI	Property state	MI
Zip	48184	Property zip	48184
Latitude	42.250000	Property latitude	42.250000
Longitude	-83.750000	Property longitude	-83.750000

Richard Timmer

Price	\$229,500	Unit Price	
Price/Ac	\$15,000	Unit Price/Ac	

<http://www.loopnet.com/Listing/198947950-Main-Street-Whitmore-Lake-MI/>

2/3

Parcel 168 Control section 81075
Whitmore Lake Properties, LLC

4/24/2016

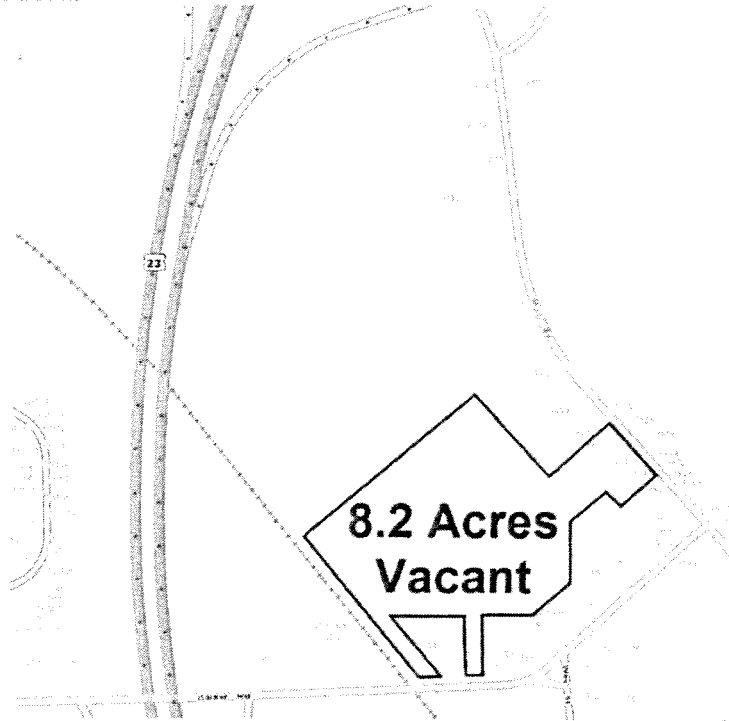
0 Main Street, Whitmore Lake, MI 48186 - Parcel Control Property for Sale on Loopnet.com

0 Main Street

0 Main Street

Whitmore Lake, MI 48186 - 8.2 Acres Vacant

\$123,000



0 Main Street, Whitmore Lake, MI 48186

Address	0 Main Street	Property Subtype	0 Main Street
City	Whitmore Lake, MI	Property Size Type	0 Main Street
County	Washtenaw		
State	MI		
Zip	48186		

0 Main Street, Whitmore Lake, MI 48186

Address	0 Main Street	Property Subtype	0 Main Street
City	Whitmore Lake, MI	Property Size Type	0 Main Street
County	Washtenaw		
State	MI		
Zip	48186		

Price/AC

\$15,000

<http://www.loopnet.com/Listing/196947910-0-Main-Street-Whitmore-Lake-MI/>

2/3

Time:

Based on an examination of numerous sales in Northfield Township and the surrounding communities, it is concluded that commercial and industrial land prices have remained stable over the last several years. Therefore, a time adjustment was not applied.

Location

Subject and Transaction 3 are similar in location and an adjustment is not applicable. Subject has an inferior location compared Transaction 1 because of the intensive development and high traffic count on Grand River Avenue. Therefore, a -20% was applied to it. Transaction 2 has a secondary commercial location compared to subject; therefore, a +10% was applied to it.

Sanitary Sewer and Public Water

Subject has sanitary sewer. Both Transactions 1 and 2 are superior in this respect because they both have sanitary sewer and public water. Therefore, a -5% adjustment was applied to them. Since Transaction 3 has neither sanitary sewer nor water, a +5% adjustment was applied to it.

Topography

The topography of Transaction 1 is substantially inferior to subject because it has 9.49 acres of muck soil that reduces the utility of the site. Therefore, a +25% adjustment was applied to it. Transactions 2 and 3 are similar to subject in this respect and an adjustment is not applicable to them.

Zoning

All three sales have similar zoning classifications and an adjustment are not applicable.

View

Subject includes a small strip of land located on the east side of Main Street that includes frontage on Whitmore Lake. The remaining property has a lake view. All of the transactions are inferior in this respect and a +10% adjustment was applied to each sale.

Based on the sales analysis, subject has a range in value from \$14,700 to \$15,000 per acre. This range in value is strongly supported by listing price of subject @ \$15,000 per acre. **After considering all factors, it is my opinion that the fair market value of subject property should be based on the rate of \$15,000 per acre.**

G. CORRELATION AND CONCLUSION OF VALUE

The sales comparison approach is considered the only applicable and reliable approach to value. The quantity of evidence is acceptable. Therefore, this appraisal is considered reliable. After considering all factors relating to value, and having applied all applicable approaches to value, the ESTIMATED FAIR MARKET VALUE OF SUBJECT LAND BEFORE ACQUISITION IS **\$15,000 PER ACRE.**

A. INTEREST TO BE ACQUIRED

Fee simple estate (*The Appraisal of Real Estate*, 13th Edition)

Fee simple estate interest is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power and escheat.

B. LAND AND IMPROVEMENTS WITHIN THE TAKING

The proposed taking is a highly irregular limited access segment of land that consists of 0.567 +/- acres. It is located along the northwesterly side of the property adjacent to the existing right-of-way for the US-23 Expressway.

C. EFFECT OF THE TAKING

There are no damages as a result of the taking.

A. VALUATION OF THE PART TAKEN

Compensation for the part taken:

The fee simple value of the land is \$15,000 per acre.

0.567 acres @ \$15,000 per acre equals \$8,505

Say \$8,500

After considering all factors relating to value, and having applied all applicable approaches to value, the ESTIMATED FAIR MARKET VALUE OF THE PART TAKEN IS **\$8,500.00.**

B. RECAPITULATION OF BEFORE AND AFTER VALUES

Market Value Before Taking	N/A
Market Value After Taking	N/A
Difference	N/A

C. DISTRIBUTION FOR ACCOUNTING PURPOSES

Real Property	\$8,500.00
Damages	\$ -0-
Total	\$8,500.00
Less Benefits	\$ -0-
Difference	\$8,500.00

CERTIFICATE OF APPRAISER

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That I offered the owner or his designated representative an opportunity to accompany me during inspection of the property by a certified letter sent to his or her last known address. The owner was present during my inspection.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand such appraisal is to be used in connection with the acquisition of properties for a trail easement by MCDR and could be made with the assistance of Federal funds and/or other public funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That to the greatest extent practicable under State law, the appraisals disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.


That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of Van Buren Township, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That based upon my independent appraisal and the exercise of my professional judgment, my opinion of the fair market value of the part taken as of the 30th day of May, 2016 is: _____

Estimated market value (before taking)	\$	<u>N/A</u>
Estimated market value (after taking)	\$	<u>N/A</u>
Estimated value of the part taken is	\$	<u>8,500.00</u>

Signature: Fred B. Phlippeau 		Date 6/2/2016
Control Section 81075	Parcel 168	Name Whitmore Lake Properties, LLC
Job Number N/A	Federal Item Number N/A	Federal Project Number N/A

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions, and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is subject of this report, and I have no personal interest or bias with respect to the parties involved.

Compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, and the attainment of a stipulated result, or occurrence of a subsequent event.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is subject to this report.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the American Society of Appraisers.

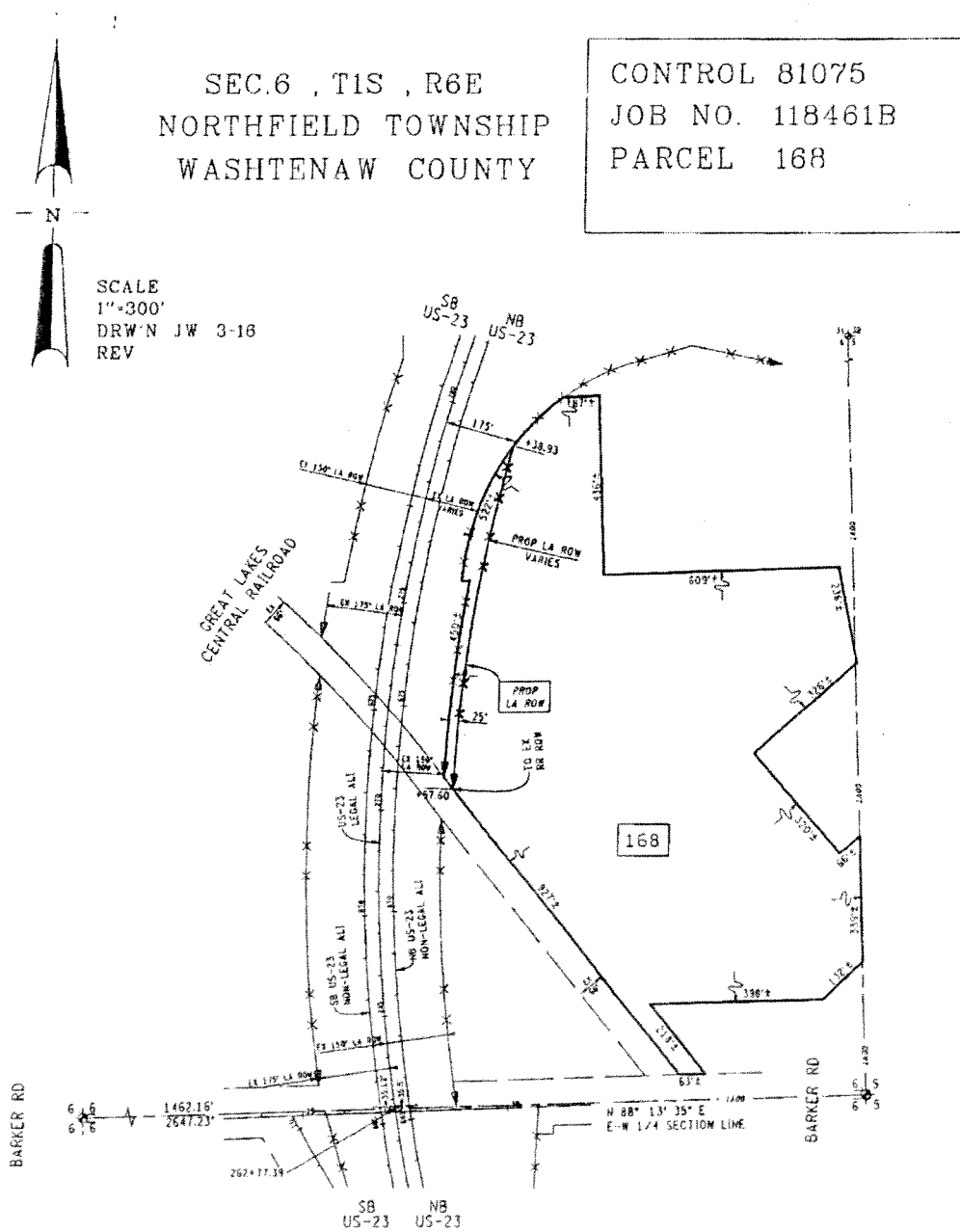
No one provided significant assistance to the appraiser.

Appraisers are required to be licensed and are regulated by the State of Michigan, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, P.O. Box 30018, Lansing, Michigan 48909. Fred B. Phlippeau (license no. 1201001227) is a Certified General Appraiser with the State of Michigan.



Fred B. Phlippeau
Certified General Appraiser
State Certification # 1201001227
6/2/2016

SKETCH



5/31/2018

Northfield Township - Google Maps

Google Maps Northfield Township



Imagery ©2016 Google, Map data ©2016 Google 200 ft

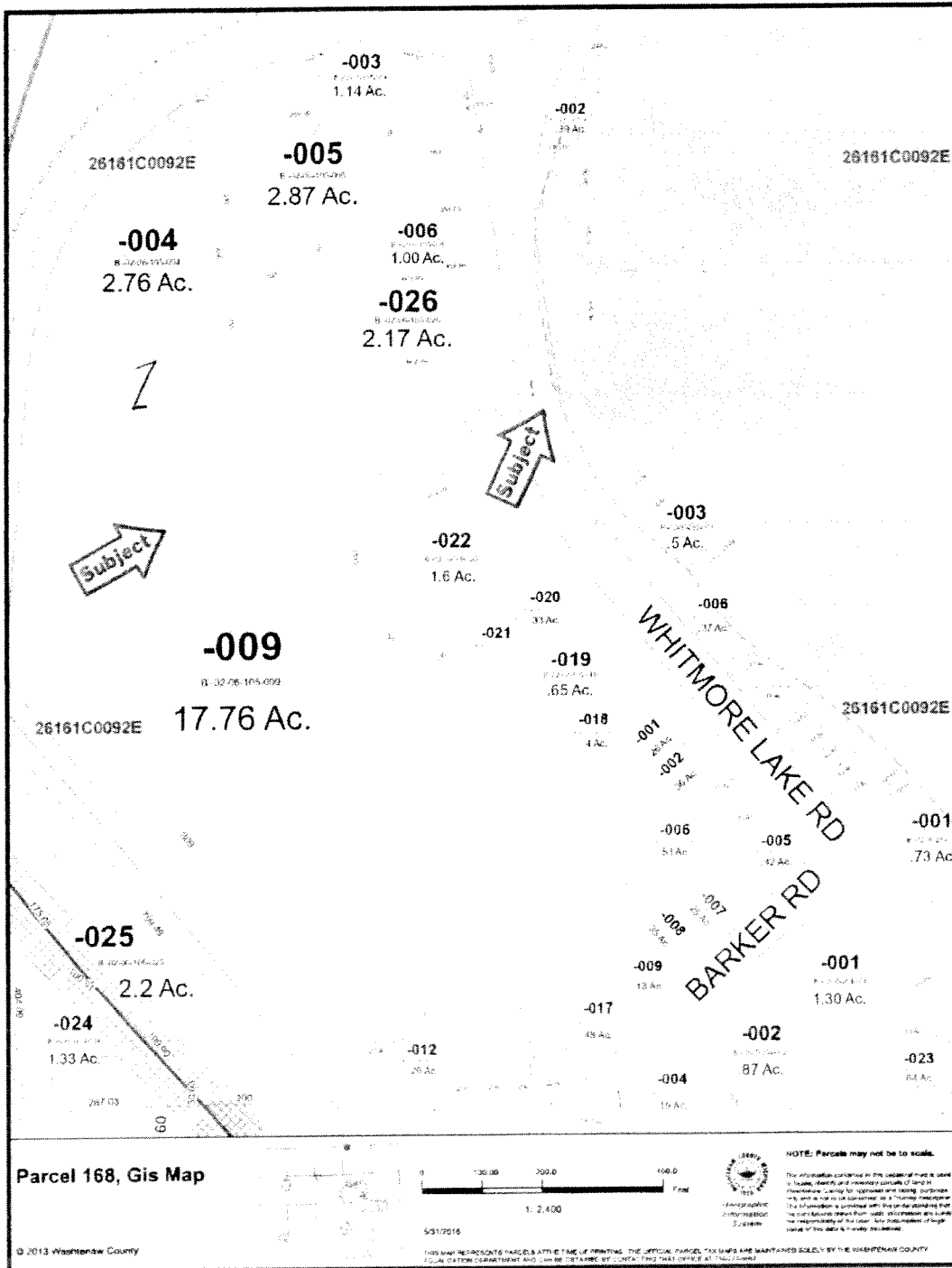


Northfield Township

Michigan

Sunny · 79°F
12:23 PM

<https://www.google.com/maps/place/Northfield+Township,+MI/g342.4248854,-83.708504,677m/data=!3m1!1e3!4m5!3m4!1s0x862352d8d70cfe15:0x489331603b1...> 1/2



PHOTOGRAPHS



Subject from Barker Road Looking North taken by Fred B. Phlippeau on 5/30/2016



Barker Road Looking East taken by Fred B. Phlippeau on 5/30/2016

PHOTOGRAPHS



Main Street Looking North taken by Fred B. Phlippeau on 5/30/2016

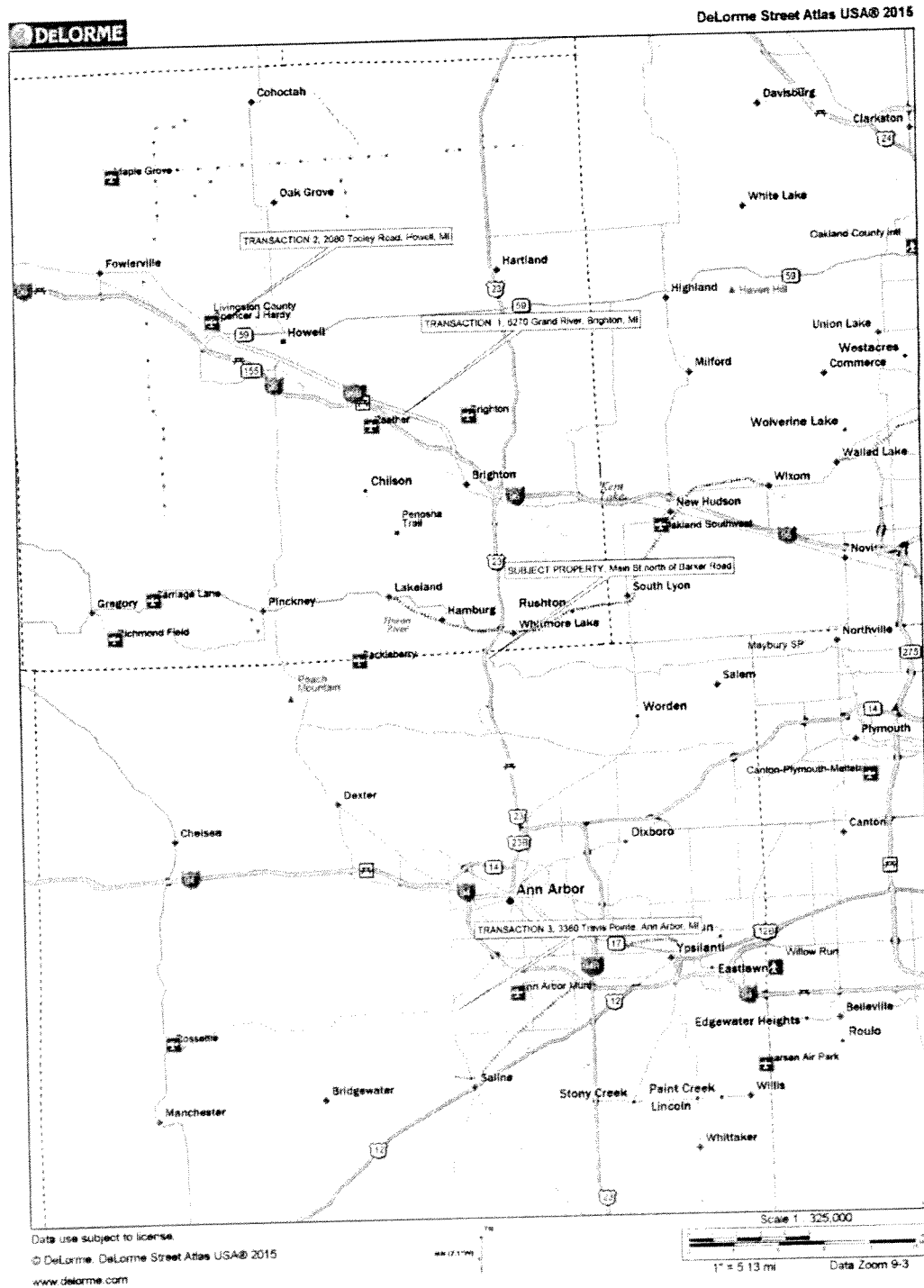


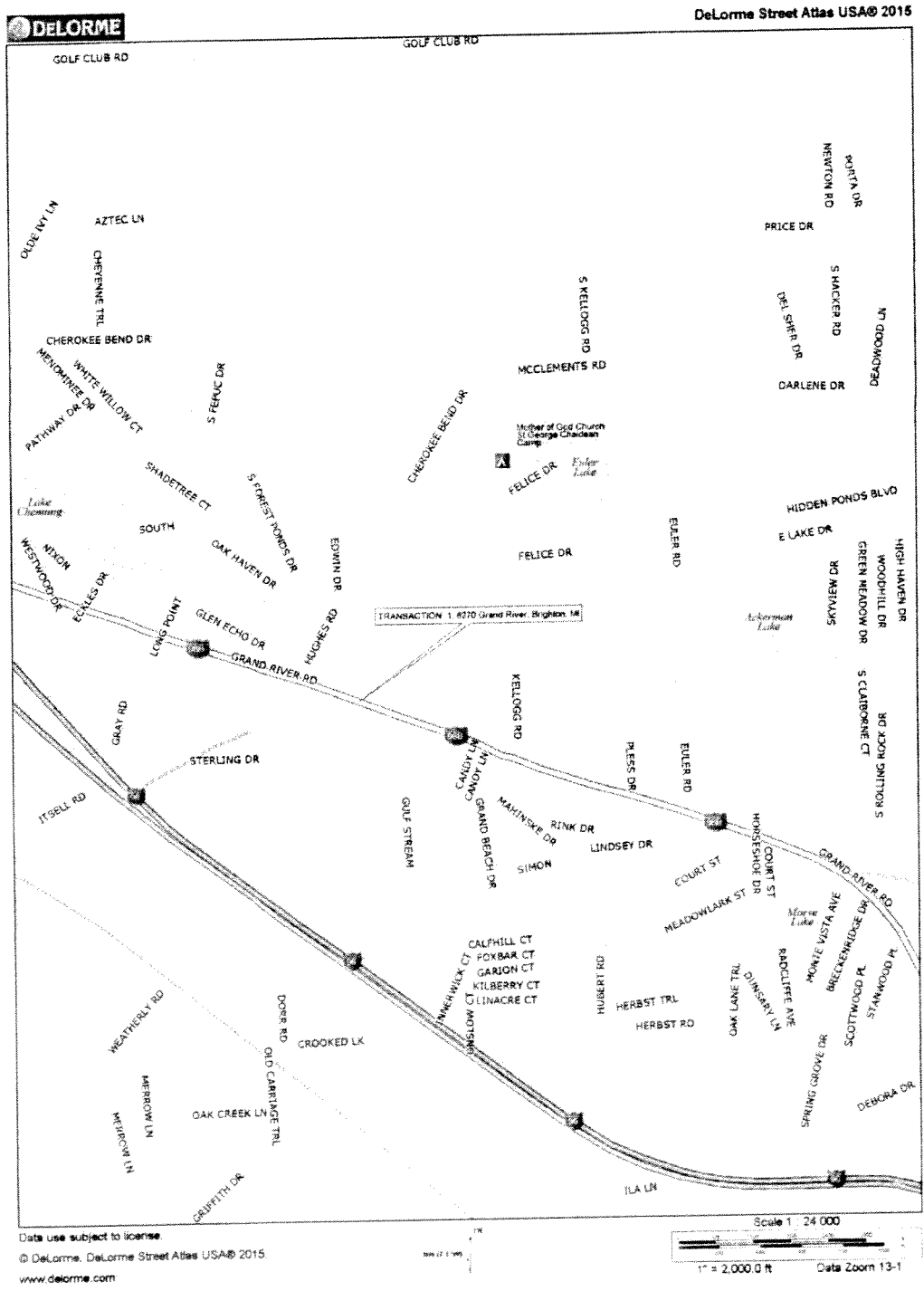
Main Street Looking South taken by Fred B. Phlippeau on 5/30/2016

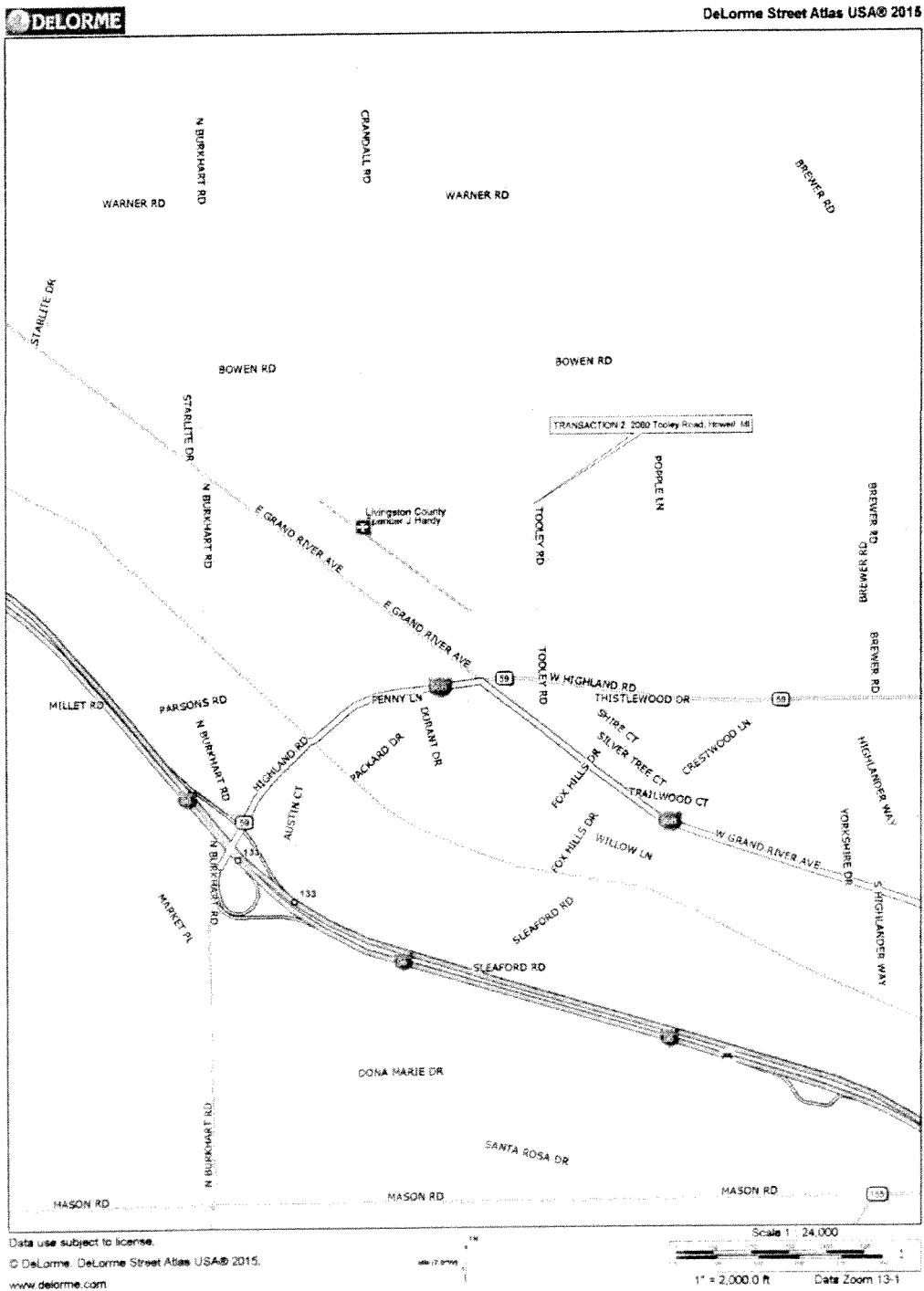
PHOTOGRAPHS

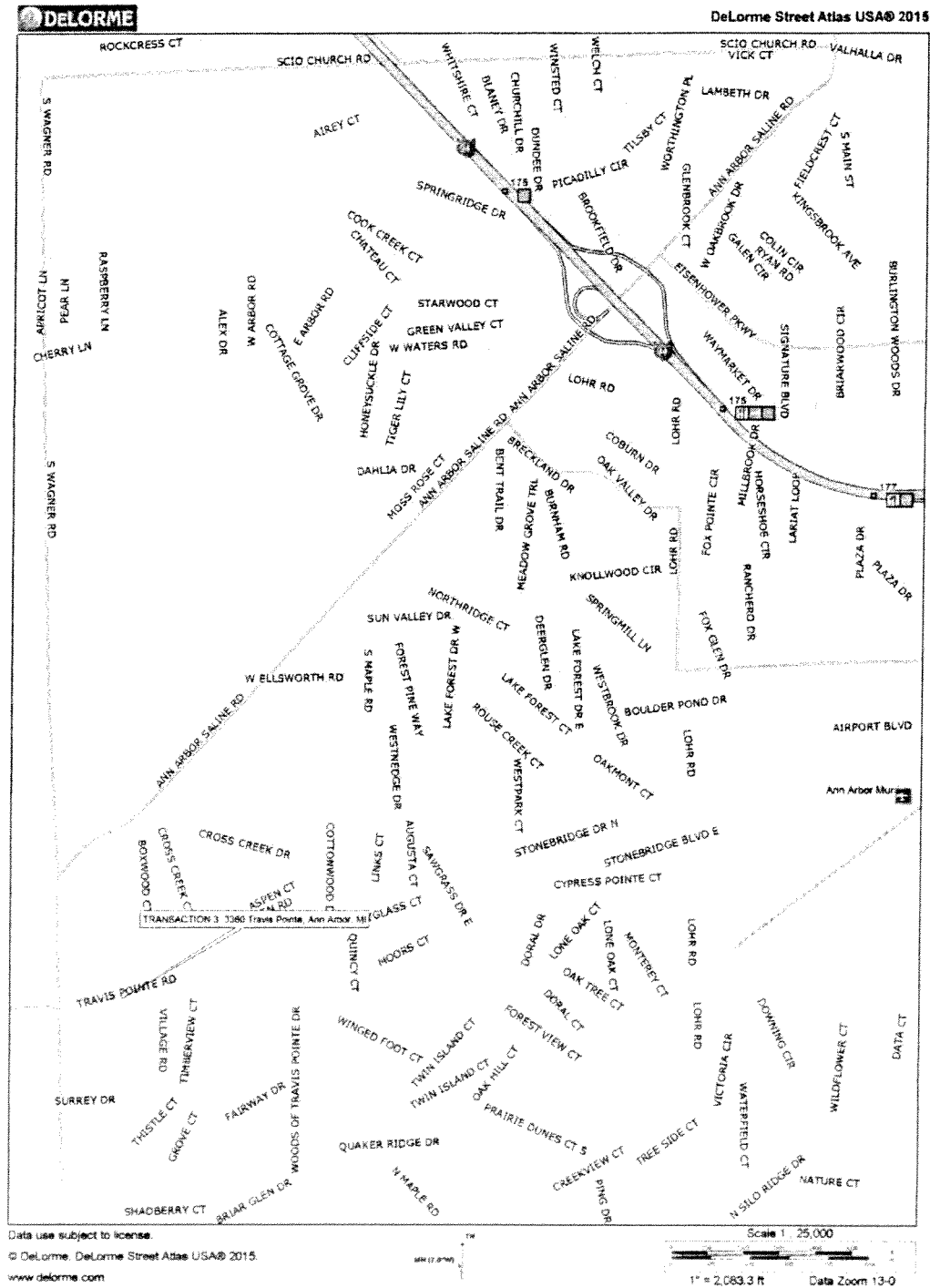


Whitmore Lake looking East taken by Fred B. Phlippeau on 5/30/2016









COMPARABLE INFORMATION

SKETCH OF SITE

Transaction # 1


See Attached



DATE PHOTO TAKEN: 5/27/2016		PHOTO TAKEN BY: Fred B. Philipeau		DIRECTION FACING WHEN TAKING PHOTO: South	
ADDRESS: 6270 Grand River Brighton, MI 48114		LOCATION & DIRECTION TO: Take Grand River Avenue northwest from the City of Brighton to the property on the left, which is adjacent to and to the northwest of 6300 Grand River Avenue. LOCATED BETWEEN (Street, Road, etc.): Dorr Road and Kellogg Road			
DATE OF SALE: 1/16/2013		SELLER: Glenn E. Miller		PURCHASER: Dakkota Integrated Systems, LLC	
DATE INSPECTED: 5/27/2016	VERIFICATION SOURCES: VERIFICATION DATE: 5/27/2016 Township Assessors Office, deed recorded in 2013R-004197, Livingston County Records BUYER'S NAME _____ PHONE: _____ SELLER'S NAME _____ PHONE: _____ BROKER'S NAME _____				
PRICE: \$403,000	FINANCING TERMS: Cash	PRICE/SQUARE FOOT \$0.31	PRICE/ACRE: \$13,601	PRICE/FRONT FOOT: N/A	
GROSS LAND AREA: 30.11 acres N/A EXISTING R.O.W. 0.48 acres NET LAND AREA: 29.63 acres			ANY EXISTING EASEMENT, OTHER THAN R.O.W.? Describe None:		

CONDITIONS OF SALE (Motivation):		WAS THIS AN ARM'S LENGTH TRANSACTION?	
Arm's length		Yes	
EXPOSURE TIME ON MARKET:		APPROXIMATE DISTANCE FROM COMPARABLE TO SUBJECT:	
1,968 days		10 miles NW	
ANY SPECIAL CONSIDERATIONS IN SALES PRICE: _____ YES <u> X </u> NO If so, please discuss at length in appraisal report.			
Special Considerations could include, Fees	Fixtures	Demolition Costs	Utility Extensions &
but not limited to, the following:	Inventory	Discount Points	Buyer's Closing Costs
Describe:	Goodwill	Personal Property	Site Work
HIGHEST & BEST USE AT TIME OF SALE (and current, if different): A zoning change was acquired from Residential to office. However, this property was also located in the Town Center Overlay District, which is a mixed use category.			
BUYER'S INTENDED USE: To build a corporate office building			
WAS THIS PURCHASED FOR ASSEMBLAGE? No			
CURRENT ZONING AND PERMITTED USES: OSD, Office Service District. It is also located in the Town Center Overlay District allows a wide range of residential, office and commercial uses. This latter category is a mixed use classification.			
ANY ZONING CHANGES APPLIED FOR IN LAST FIVE YEARS? If so, please discuss: Yes, to Office zoning			
DOES THE BUYER AND/OR SELLER HAVE ANY PROPOSED SITE PLANS FOR THE PROPERTY? None Known			
ROAD / STREET TYPE: 4 lanes, asphalt plus turn lane			
UTILITIES AVAILABLE AT SITE: Sanitary sewer, public water, electrical and telephone			
IF PUBLIC SEWER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION, AND PROBABILITY OF HOOKUP? N/A			
IF PUBLIC WATER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION AND PROBABILITY OF HOOKUP? N/A			
HOW DOES THIS PROPERTY COMPARE WITH TYPICAL PROPERTIES IN THE NEIGHBORHOOD? It is larger and has an irregular shape			

WAS ANY PHYSICAL, FUNCTIONAL, OR LOCATIONAL OBSOLESCENCE OBSERVED?	
The property includes 9.49 acres of muck soil.	
SHAPE AND TOPOGRAPHY:	
Irregular shape, level and rolling land	
DESCRIBE ANY WETLANDS AREA:	DESCRIBE ANY WOODLOT AREA:
There is muck soil	None
SOIL TYPES: MoB, Miami Loam, 2-6% slopes -9.20 acres Moc, Miami Loam, 6-12% slopes - 5.47 acres Rf, Rifle Muck, 5.05 acres Cc, Carlisle Muck, 4.44 acres MoF, Miami Loam, 25-35% slopes, 3.59 acres	
ENVIRONMENTAL ITEMS: (On-Site tanks, Contaminates, or Hazardous Material):	
None Known	
A REQUIRED COPY OF THE FOLLOWING DOCUMENT(S) IS ATTACHED:	
<input checked="" type="checkbox"/> Warranty Deed <input type="checkbox"/> Quit Claim Deed <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Other: <input type="checkbox"/> Covenant Deed	
PROPERTY I.D.#:	
4711-14-100-014	
LEGAL DESCRIPTION: SEC 14 T2N R5E COMM AT W 1/4 COR, BEING 2681.56 FT TH S02°16'19"E FROM NW COR TH N02°16'19"W 1330.95 FT TH N87°12'41"E 1335.68 FT TO POB TH N02°03'48"W 627.98 FT TH N70°54'48"E 125.92 FT TH N30°08'19"E 74.01 FT TH N04°55'59"E 106.46 FT TH N27°13'52"E 94.96 FT TH N10°53'03"E 190.20 FT TH N32°01'45"E 158.67 FT TH N00°37'14"W 231.55 FT TH N17°27'52"E 48.61 FT TH S70°21'38"E 241.01 FT TH S02°25'07"E 450 FT TH S70°21'38"E 701.45 FT TH S02°20'18"E 1.68 FT TH S69°24'15"E 100 FT TH N02°20'18"W 450 FT TH ALONG ARC OF A CURVE RIGHT CHORD BEARING S68°33'53"E 194.91 FT S68°04'39"E 454.53 FT TH S21°55'21"W 150 FT TH N68°04'39"W 100 FT TH S21°55'21"W 483.63 FT TH S82°59'37"W 1268.16 FT TH S02°01'19"E 207.19 FT TH S87°12'41"W 323FT TO POB EXCEPT BEG N00°15'00"W 557.20 FT TH N89°30'56"E 1833.66 FT TH NORTH 518.76FT WEST 175 FT TH NORTH 462.18 FT TH N85°11'00"E 1218.16 FT TH N23°47'00"E 500 FT FROM WEST 1/4 COR FOR POB TH N23°47'00"E 150 FT TH S66°13'00"E 100 FT TH S23°47'00"W 150 FT TH N66°13'00"W 100 FT TO POB. CONT 29.63 AC M/L SPLIT ON 01/16/2007 INTO 4711-14-100-013, 4711-14-100-014; CORR LEGAL 1/13	
DESCRIPTION OF IMPROVEMENTS (Including Square Footage of Primary Building):	
None	
REMARKS:	
This property was purchased subject to office zoning. When the zoning was approved, the transaction closed. This is roughly a U-shaped property. It has about 173 feet of frontage on the westerly side and 554 feet of frontage on the easterly side of the property.	



**Livingston County,
Michigan**

GIS Property Snapshot

Municipality **Section**
Genoa Charter Township 14

Parcel Number
11-14-100-014

Property Address
A 0' address number indicates the parcel is vacant.
**6270 GRAND RIVER
BRIGHTON, MI 48114**

Calculated Acreage
Acre calculated by GIS; may not match legal description.
30.11 Acres

Soils Found on Property
Top 5 soils by acreage for this property are listed below.
For additional information, visit websoilsurvey.nrcs.usda.gov

Soil	Soil Name	Acres
MoB	Miami Loam, 2-6% Slopes	9.20
MoC	Miami Loam, 6-12% Slopes	5.47
Rf	Rifle Muck	5.05
Cc	Carlisle Muck	4.44
MoF	Miami Loam, 25-35% Slopes	3.59

Floodplain Status
Floodplain data is shown where mapped by FEMA. Unmapped areas are not a guarantee that property, including structures, has not previously flooded. For areas in close proximity to a county drain, please contact the Drain Commissioner's office to obtain assistance in evaluating flood risk, or contact a licensed surveyor or engineer.
Property IS NOT in the floodplain.

Historical Land Use / Land Cover
Land cover describes what is found on the surface on non-urban land. Land use represents the "activity" that is taking place on the land.

Year	Description
ca.1800	MIXED OAK FOREST
1978	Shrub Rangeland
1995	Vacant/Undeveloped
2000	Cultivated, Grassland, and Shrub

Elected Officials & Voting
Find contact information for elected officials at courtingeniumi.us/PDFs/County_Directory.pdf

Municipal Precinct: Genoa - Precinct 13
County Commissioner: District 7 - Carol S. Griffith
State Representative: District 42 - Lana Theis
State Senator: District 22 - Joe Hune
Representative in Congress: District 8 - Mike Bishop
U.S. Senators: Debbie Stabenow & Gary Peters

Schools & Library
School District: Howell Public Schools
School District Website: <http://www.howellschools.com/>
Library District: Howell Carnegie District Library
Main Library Branch: 314 W Grand River Ave
Howell, MI 48843
Library Website: <http://www.howelllibrary.org/>

Public Safety Information
Dial 9-1-1 to report any emergency
Police Department: Livingston County Sheriff
Nearest Police Station: 7.06 miles
Fire Department: Brighton Area Fire Department
Nearest Fire Station: 0.49 miles
Nearest Fire Hydrant: 0.00 miles

Nearest Recreation Activity

Type of Activity	Name	Distance
Park or Recreation Area	Genoa Township Fields	0.44 miles
Golf Course	Faulkwood Shores Golf Course	1.96 miles
Lake with Boat Launch	Lake Chemung	0.58 miles
Skiing	Mt. Brighton Ski Area	2.10 miles

Orthophotography from Spring 2015.
Information provided by Information Technology / GIS Division. Information presented in this document was compiled from a variety of sources and should not be used for site specific decision making. No liability is assumed for the accuracy of the data delineated herein either expressed or implied. Map is a reference only and is not intended for survey purposes.



Parcel 168 Control section 81075
Whitmore Lake Properties, LLC

LIVINGSTON COUNTY TREASURER'S CERTIFICATE

I hereby certify that there are no TAX LIENS OR TITLES held by the State or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated.

1-44-18 Jennifer M. Nash, Treasurer
See 185 Act 266 1893 as Amended
2013 Taxes not examined Certificate # 18014

HOMESTEAD DENIALS NOT EXAMINED

2013R-004197
RECORDED ON
01/30/2013 3:04:55 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 13.00
REMON: 4.00
PAGES: 2

EXHIBITARY DEED

2 GLENN E. MILLER, JR., PERSONAL REPRESENTATIVE OF THE ESTATE OF GLENN E. MILLER, SR., DECEASED, LIVINGSTON COUNTY PROBATE FILE NO. 15-13702 DE PURSUANT TO THE LETTERS OF AUTHORITY DATED 1/14/13 AND THE ESTATE AND PROTECTED INDIVIDUALS CODE, whose address is 7230 POUNDS CT, HOWELL, MI 48855

✓ Conveys and Warrants to DAKKOTA INTEGRATED SYSTEMS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY whose address is 1875 HOLLOWAY DR, HOLT, MI 48942

the following described property Situated in the Township of Genoa, County of Livingston, State of Michigan:

*****SEE ATTACHED FOR LEGAL DESCRIPTION*****

Commonly known as: V-L Grand River
Tax No. 11-14-190 014

For the full consideration of Four Hundred Three Thousand and 90/100 Dollars (\$403,000.00)

This deed is subject to building and use restrictions and easements of record, if any, and any encumbrances arising from acts or omissions of Grantor. Grantor covenants to defend the Grantees, their heirs, successors and assigns against the lawful claims and demands of all persons against the above-described property claimed by, from or under him/her, but against no other claims or persons.

The property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The grantor grants to the grantee the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. (If no number is inserted, then all division rights are granted.)

Dated this 16 day of January, 2013

Signed and Sealed:



Glenn E. Miller, Jr. (L.S.)
GLENN E. MILLER, JR., PERSONAL REPRESENTATIVE
OF THE ESTATE OF GLENN E. MILLER, SR.

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

On this 16 day of JANUARY, 2013 before me personally appeared GLENN E. MILLER, JR., PERSONAL REPRESENTATIVE OF THE ESTATE OF GLENN E. MILLER, SR., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she they executed the same as his/her their free act and deed.

My commission expires:

Glenn B. B...
JENNIFER B. B...
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES 12/31/2014
Business Address 6870 GRAND RIVER, BRIGHTON, MI 48114
When recorded return to: GRANTEE

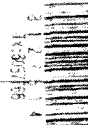
Instrument
Drafted by: JOSEPH C. DIKROUB, JR.
Recording fee:

State Transfer Tax

PNTLins # 21411

Tax Parcel # 11-14-190-014

Send Subsequent tax bills to



Situated in the Township of Genoa, County of Livingston, State of Michigan:

Part of the Southwest 1/4 of Section 11 and a part of the Northeast 1/4 and the Northwest 1/4 of Section 14, T2N, R5E, Genoa Township, Livingston County, Michigan, described as: Commencing at the West 1/4 corner of Section 14, T2N, R5E, Genoa Township, Livingston County, Michigan, said corner being distant 2881.56 feet South 02 degrees 16' 19" East (South 00 degrees 15' East record) from the Northwest corner of said Section 14; thence North 02 degrees 16' 19" West (North 00 degrees 15' 00" West record) 1330.95 feet; thence North 87 degrees 12' 41" East 1335.68 feet (North 89 degrees 14' 00" East 1336.92 feet record); along the North line of a parcel described in Warranty Deed recorded in Liber 1236, page 675, Livingston County Records, to the place of beginning; thence North 02 degrees 03' 48" West 627.98 feet along the East line of a parcel described in Warranty Deed recorded in Liber 4766, page 796, Livingston County Records; thence the following eight courses along the centerline of a 50 foot wide permanent public drainage easement as described in the instrument recorded in Liber 2551, page 917, Livingston County Records: (1) North 70 degrees 54' 48" East 125.92 feet (North 72 degrees 55' 28" East 124.89 feet record), and (2) North 30 degrees 08' 19" East (North 32 degrees 17' 22" East record) 74.01 feet, and (3) North 04 degrees 55' 59" East (North 07 degrees 05' 02" East record) 106.46 feet, and (4) North 27 degrees 13' 52" East (North 29 degrees 22' 55" East record) 94.96 feet, and (5) North 10 degrees 53' 03" East (North 13 degrees 02' 06" East record) 190.20 feet, and (6) North 32 degrees 01' 45" East (North 34 degrees 10' 48" East record) 158.67 feet, and (7) North 00 degrees 37' 14" West (North 01 degrees 31' 49" East record) 231.55 feet, and (8) North 17 degrees 27' 52" East 48.61 feet (North 19 degrees 36' 55" East 49.69 feet record); thence South 70 degrees 21' 38" East (South 68 degrees 30' East record) 241.01 feet along the centerline of Grand River Avenue; thence South 02 degrees 25' 07" East (South record) 450.00 feet; thence South 70 degrees 21' 38" East (Southeasterly record) 701.45 feet; thence South 02 degrees 20' 18" East 1.68 feet; thence South 69 degrees 24' 15" East (Southeasterly record) 100.00 feet; thence North 02 degrees 20' 18" West (North record) 450.00 feet; thence along said centerline of Grand River Avenue the following two courses: (1) Easterly 194.91 feet along the arc of an 11459.19 foot radius curve to the right through a central angle of 00 degrees 58' 28" and having a long chord which bears South 68 degrees 33' 53" East 194.91 feet, and (2) South 68 degrees 04' 39" East (South 66 degrees 13' East record) 454.53 feet; thence South 21 degrees 55' 21" West (South record) 150.00 feet; thence North 68 degrees 04' 39" West (West record) 100.00 feet; thence South 21 degrees 55' 21" West 483.63 feet (South 23 degrees 47' West 500.00 feet record); thence South 82 degrees 59' 37" West (South 85 degrees 11' West record) 1208.16 feet; thence South 02 degrees 01' 19" East (South record) 207.19 feet; thence South 87 degrees 12' 41" West 323.00 feet (West 350 feet record); along said North line of a parcel described in Warranty Deed recorded in Liber 1236, page 675, Livingston County Records, to the place of beginning. Excepting therefrom that part described on County Tax Rolls under Parcel I.D. No. 4711-14-200-011 as Section 14, T2N, R5E, beginning at a point distant North 00 degrees 15' 00" West 557.20 feet, North 89 degrees 30' 56" East 1833.68 feet North 518.76 feet; thence West 175 feet; thence North 462.18 feet; thence North 65 degrees 11' 00" East 1218.16 feet; thence North 23 degrees 47' 00" East 500.00 feet from the West 1/4 corner for a place of beginning; thence North 23 degrees 47' 00" East 150 feet; thence South 66 degrees 13' 00" East 100 feet; thence South 23 degrees 47' 00" West 150 feet; thence North 66 degrees 13' 00" West 100 feet to the place of beginning.

Commonly known as: V/L Grand River
Tax No. 11-14-100-014

(21411) PFD/21411/27)

Livingston County Register of Deeds - 2013R-004197

COMPARABLE INFORMATION

SKETCH OF SITE

Transaction #2

See attached



DATE PHOTO TAKEN: 5/27/2016		PHOTO TAKEN BY: Fred B. Philipeau		DIRECTION FACING WHEN TAKING PHOTO: East	
ADDRESS: 2080 Tooley Road Howell Township, MI 48855		LOCATION & DIRECTION TO: Take Grand River Avenue westerly from the City of Howell to W. Highland Road. Turn right or East to Tooley. Go north on Tooley Road to Popple Lane. LOCATED BETWEEN (Street, Road, etc.): Southeast corner of Tooley Road and Popple Lane.			
DATE OF SALE: 9/29/2015		SELLER: Baris and Kieley Arakelian		PURCHASER: Alan J. Ostlund	
DATE INSPECTED: 5/27/2016	VERIFICATION SOURCES: MLC recorded in liber 2014R, page 022744 BUYER'S NAME _____ PHONE: _____ SELLER'S NAME _____ PHONE: _____ BROKER'S NAME Joe Darwish of RE/MAX Platinum Realty PHONE: 810-844-2343				VERIFICATION DATE: 5/19/2016
PRICE: \$85,000	FINANCING TERMS: Cash to seller	PRICE/SQUARE FOOT \$0.29	PRICE/ACRE: \$12,801	PRICE/FRONT FOOT: N/A	
GROSS LAND AREA: 7.07 acres EXISTING R.O.W. 0.43 acres NET LAND AREA: 6.64 acres			ANY EXISTING EASEMENT, OTHER THAN R.O.W.? Describe The North 66 feet is in right-of-way easement for Popple Lane. This makes it possible to develop this property along the Popple frontage of the property.		

CONDITIONS OF SALE (Motivation) Arm's length	WAS THIS AN ARM'S LENGTH TRANSACTION? Yes									
EXPOSURE TIME ON MARKET: 605 days	APPROXIMATE DISTANCE FROM COMPARABLE TO SUBJECT: 20 miles northwest									
<p>ANY SPECIAL CONSIDERATIONS IN SALES PRICE: YES _____ NO <u>X</u> If so, please discuss at length in appraisal report.</p> <p>Special Considerations could include, but not limited to, the following:</p> <table> <tr> <td>Fixtures</td> <td>Demolition Costs</td> <td>Utility Extensions & Fees</td> </tr> <tr> <td>Inventory</td> <td>Discount Points</td> <td>Buyer's Closing Costs</td> </tr> <tr> <td>Goodwill</td> <td>Personal Property</td> <td>Site</td> </tr> </table> <p>Describe: The buyer assumed a special assessment.</p>		Fixtures	Demolition Costs	Utility Extensions & Fees	Inventory	Discount Points	Buyer's Closing Costs	Goodwill	Personal Property	Site
Fixtures	Demolition Costs	Utility Extensions & Fees								
Inventory	Discount Points	Buyer's Closing Costs								
Goodwill	Personal Property	Site								
HIGHEST & BEST USE AT TIME OF SALE (and current, if different): Vacant commercial land										
BUYER'S INTENDED USE: Land purchased for speculation. The owner placed the property back on the market for \$450,000.										
WAS THIS PURCHASED FOR ASSEMBLAGE? No										
CURRENT ZONING AND PERMITTED USES: RSC, Regional Service Commercial										
ANY ZONING CHANGES APPLIED FOR IN LAST FIVE YEARS? If so, please discuss: None known										
DOES THE BUYER AND/OR SELLER HAVE ANY PROPOSED SITE PLANS FOR THE PROPERTY? No										
ROAD / STREET TYPE: 2-lane concrete paved road										
UTILITIES AVAILABLE AT SITE: Electrical, sanitary sewer, water, gas and telephone										
IF PUBLIC SEWER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION, AND PROBABILITY OF HOOKUP? N/A										

IF PUBLIC WATER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION AND PROBABILITY OF HOOKUP? N/A	
HOW DOES THIS PROPERTY COMPARE WITH TYPICAL PROPERTIES IN THE NEIGHBORHOOD? Typical	
WAS ANY PHYSICAL, FUNCTIONAL, OR LOCATIONAL OBSOLESCENCE OBSERVED? No	
SHAPE AND TOPOGRAPHY: Irregular, level to rolling land	
DESCRIBE ANY WETLANDS AREA: None known	DESCRIBE ANY WOODLOT AREA: None
SOIL TYPES Canover Loam, 0 to 2% slopes Miami Loam, 2-6% slopes Owosso-Miami Sandy Loam, 6-12% slopes	
ENVIRONMENTAL ITEMS: (On-Site tanks, Contaminates, or Hazardous Material): None Known	
A REQUIRED COPY OF THE FOLLOWING DOCUMENT(S) IS ATTACHED: _____ Warranty Deed _____ Quit Claim Deed _____ Land Contract _____ Lease _____ Other: LC Memo	
PROPERTY I.D.#: 06-22-300-042	
LEGAL DESCRIPTION: See legal description on attached memorandum of land contract	
DESCRIPTION OF IMPROVEMENTS (Including Square Footage of Primary Building): None	
REMARKS: This is directly across the street from the airport.	

**Livingston County,
Michigan**

GIS Property Snapshot

Municipality **Section**
Howell Township 22

Parcel Number
06-22-300-042

Property Address
A '0' address number indicates the parcel is vacant.
0 TOOLEY
HOWELL, MI 48855

Calculated Acreage
Acreas calculated by GIS; may not match legal description.
7.07 Acres

Soils Found on Property
Top 5 soils by acreage for this property are listed below.
For additional information, visit webcaisurvey.nrcs.usda.gov

Soil	Soil Name	Acreas
CvA	Conover Loam, 0-2% Slopes	4.19
MoB	Miami Loam, 2-6% Slopes	2.50
OmC	Owosso-Miami Sandy Loams, 6-12% Slopes	0.38

Floodplain Status
Floodplain data is shown where mapped by FEMA. Unmapped areas are not a guarantee that property, including structures, has not previously flooded. For areas in close proximity to a county drain, please contact the Drain Commissioner's office to obtain assistance in evaluating flood risk, or contact a licensed surveyor or engineer.

Property IS NOT in the floodplain.

Historical Land Use / Land Cover
Land cover describes what is found on the surface on non-urban land. Land Use represents the "activity" that is taking place on the land.

Year	Description
ca.1800	OAK-HICKORY FOREST
1978	Herbaceous Rangeland
1995	Single Family Residential
2000	Single-family Residential

Elected Officials & Voting
Find contact information for elected officials at co.livingston.mi.us/PDF/County_Directory.pdf

Municipal Precinct: Howell Twp - Precinct 1
County Commissioner: District 5 - Donald S. Parker
State Representative: District 47 - Hank Vaupel
State Senator: District 22 - Joe Hune
Representative in Congress: District 8 - Mike Bishop
U.S. Senators: Debbie Stabenow & Gary Peters

Schools & Library
School District: Howell Public Schools
School District Website: <http://www.howellschools.com/>
Library District: Howell Carnegie District Library
Main Library Branch: 314 W Grand River Ave
Howell, MI 48843
Library Website: <http://www.howelllibrary.org/>

Public Safety Information
Dial 9-1-1 to report any emergency
Police Department: Livingston County Sheriff
Nearest Police Station: 1.50 miles
Fire Department: Howell Area Fire Department
Nearest Fire Station: 1.83 miles
Nearest Fire Hydrant: 0.00 miles

Nearest Recreation Activity

Type of Activity	Name	Distance
Park or Recreation Area	Rolling Oaks Park	1.17 miles
Golf Course	Hawk Meadows Golf Course	3.12 miles
Lake with Boat Launch	Thompson Lake	2.95 miles
Skiing	Mt. Brighton Ski Area	10.26 miles

Orthophotography: Novem Spring 2015.
Information provided by Information Technology / GIS Division. Information presented in the document was compiled from a variety of sources and should not be used for site specific decision making. No liability is assumed for the accuracy of the data delineated herein either expressed or implied. Map is a reference only and is not intended for survey purposes.



RECORDED ON
10/19/2015 9:16:50 AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 4884
RECORDING: 13.00
REMON: 4.00
PAGES: 2

MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT entered into this 29th day of September, 2015, by and between Baris Arakelian and Kieley Arakelian, husband and wife and Thomas A. Rowell and Isabella A. Rowell, husband and wife, whose address is 578 Timber Ridge, Howell, MI 48843, hereinafter "Seller" and Alan J. Ostlund, whose address is 187 Darwin, Pinckney, MI 48169, hereinafter "Buyer".

WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Land Contract of even date herewith; and,

WHEREAS, The parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated September 29, 2015, the following described premises situated in the City of Howell County of Livingston and State of Michigan, to-wit:

Situated in the Township of Howell, County of Livingston, State of Michigan, to-wit:

PARCEL 2:

Part of the Southwest 1/4 of Section 22, Town 3 North, Range 4 East, Howell Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southwest corner of said Section 22; thence along the centerline of Tooley Road (66 foot wide right of way) and the West line of said Section 22, due North, 440.87 feet to the point of beginning of the parcel to be described; thence continuing along said centerline and West line of said Section 22, due North, 570.76 feet; thence North 89° 53' 00" East along the centerline of Popple Lane (66 foot wide private easement) as recorded in Liber 843, page 043, Livingston County Records, 543.38 feet; thence South 01° 41' 57" West 571.47 feet; thence South 89° 56' 22" West 526.74 feet to the point of beginning. Subject to Popple Lane (66 foot wide private easement) as recorded in Liber 843, page 043, Livingston County Records.

The purpose of this Memorandum of Land Contract is to give record notice to the existence of said Land Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

Signed, Sealed and Delivered in the
Presence of:

Witness

Witness

Baris Arakelian

Kieley Arakelian

Thomas A. Rowell

Isabella A. Rowell

STATE OF MICHIGAN

County of Livingston

The foregoing instrument was acknowledged before me this 29th day of September, 2015, by Baris Arakelian and Kieley Arakelian, husband and wife and Thomas A. Rowell and Isabella A. Rowell, husband and wife.

L715440

Livingston Title Agency
1006 E. Grand River Ave.
Brighton, MI. 48116

Livingston County Register of Deeds 20159 037914

Dawn M. Cook Notary Public
Oakland County, Michigan
My Commission Expires: 10-16-17
Acting in the County of Livingston

COMPARABLE INFORMATION

SKETCH OF SITE

Transaction # 3

See Attached

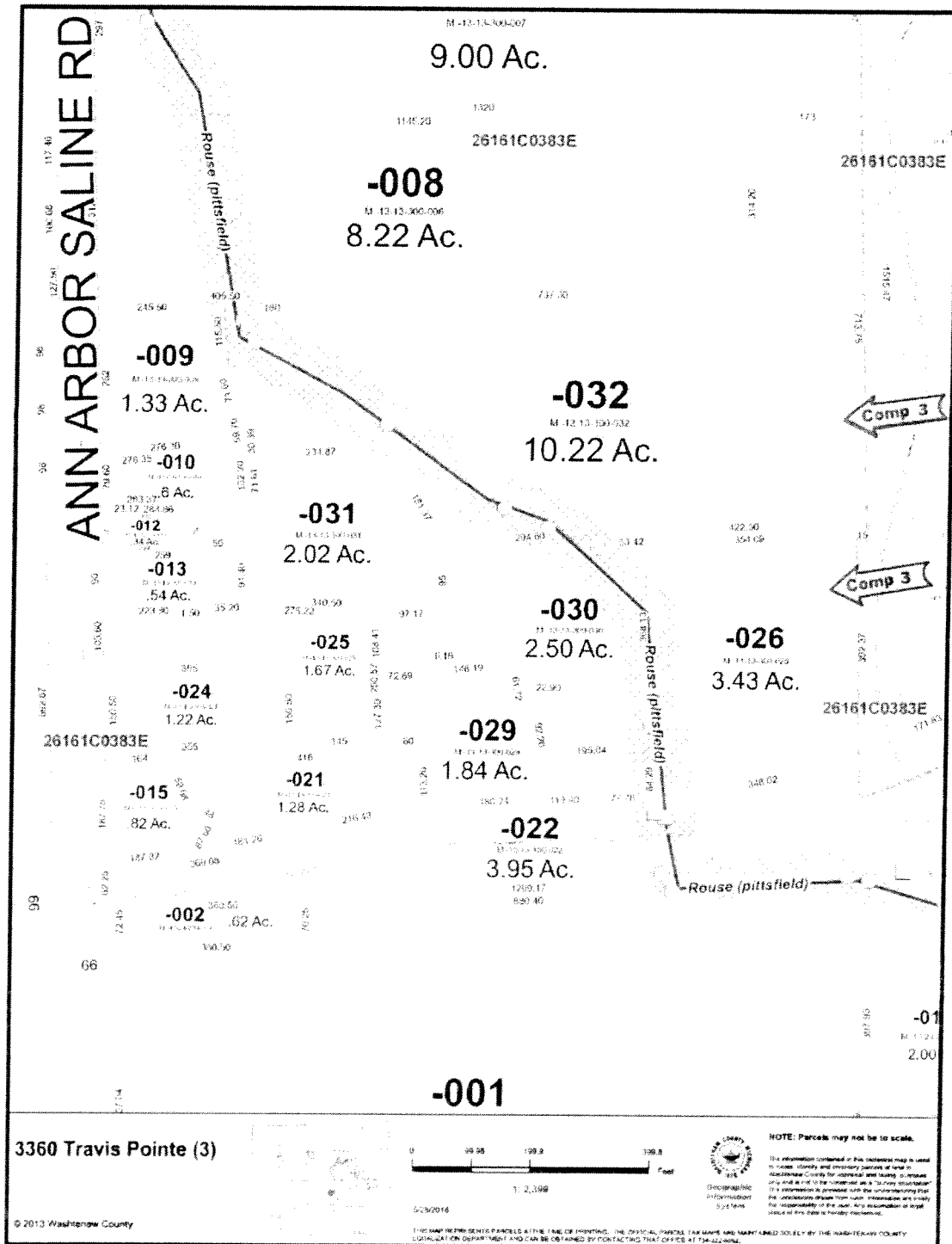


DATE PHOTO TAKEN: 5/28/2016		PHOTO TAKEN BY: Fred B. Phlippeau		DIRECTION FACING WHEN TAKING PHOTO: West	
ADDRESS: 3360 Travis Pointe Ann Arbor, MI 48108		LOCATION & DIRECTION TO: Take I-94 Expressway to Ann Arbor Saline Road. Going toward Saline, Turn east on Travis Pointe Road, which is an extension of Pleasant Lake Road. See property on the west side of the road adjacent to the entrance to the condominiums LOCATED BETWEEN (Street, Road, etc.): At Pleasant Lake Road			
DATE OF SALE: 9/11/2014		SELLER: Eileen Haas		PURCHASER: A2 Saline Ventures, LLC	
DATE INSPECTED: 5/28/2016	VERIFICATION SOURCES <u>Deed recorded in L5057, P 446, Washtenaw County Records & Tax Assessor</u> : VERIFICATION DATE: 5/28/2016 BUYER'S NAME _____ PHONE: _____ SELLER'S NAME _____ PHONE: _____ BROKER'S NAME _____				
PRICE: \$175,000	FINANCING TERMS: Cash	PRICE/SQUARE FOOT \$0.29	PRICE/ACRE: \$12,821	PRICE/FRONT FOOT: N/A	
NET LAND AREA: 13.65 acres			ANY EXISTING EASEMENT, OTHER THAN R.O.W.? Describe None		

Fred B. Phlippeau and Associates _____

CONDITIONS OF SALE (Motivation): None Known	WAS THIS AN ARM'S LENGTH TRANSACTION? Yes									
EXPOSURE TIME ON MARKET: Unknown	APPROXIMATE DISTANCE FROM COMPARABLE TO SUBJECT: 15 miles SW									
ANY SPECIAL CONSIDERATIONS IN SALES PRICE: YES _____ NO <u>X</u> If so, please discuss at length in appraisal report. Special Considerations could include, but not limited to, the following: <table border="0" style="width: 100%;"> <tr> <td>Fixtures</td> <td>Demolition Costs</td> <td>Utility Extensions & Fees</td> </tr> <tr> <td>Inventory</td> <td>Discount Points</td> <td>Buyer's Closing Costs</td> </tr> <tr> <td>Goodwill</td> <td>Personal Property</td> <td>Site Work</td> </tr> </table> Describe:		Fixtures	Demolition Costs	Utility Extensions & Fees	Inventory	Discount Points	Buyer's Closing Costs	Goodwill	Personal Property	Site Work
Fixtures	Demolition Costs	Utility Extensions & Fees								
Inventory	Discount Points	Buyer's Closing Costs								
Goodwill	Personal Property	Site Work								
HIGHEST & BEST USE AT TIME OF SALE (and current, if different): Office, commercial and residential uses										
BUYER'S INTENDED USE: Investment assumed										
WAS THIS PURCHASED FOR ASSEMBLAGE? No										
CURRENT ZONING AND PERMITTED USES: Office, commercial and residential uses										
ANY ZONING CHANGES APPLIED FOR IN LAST FIVE YEARS? If so, please discuss: None Known										
DOES THE BUYER AND/OR SELLER HAVE ANY PROPOSED SITE PLANS FOR THE PROPERTY? None Known										
ROAD / STREET TYPE: Two (2)-lane asphalt paved, private road										
UTILITIES AVAILABLE <u>AT SITE</u> : Electrical, gas and telephone										
IF PUBLIC SEWER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION, AND PROBABILITY OF HOOKUP? N/A										
IF PUBLIC WATER IS NOT AVAILABLE AT SITE, WHAT IS THE NEAREST LOCATION AND PROBABILITY OF HOOKUP? N/A										
HOW DOES THIS PROPERTY COMPARE WITH TYPICAL PROPERTIES IN THE NEIGHBORHOOD? Typical										
WAS ANY PHYSICAL, FUNCTIONAL, OR LOCATIONAL OBSOLESCENCE OBSERVED? No										

SHAPE AND TOPOGRAPHY:	
Irregular shape, rolling land	
DESCRIBE ANY WETLANDS AREA:	DESCRIBE ANY WOODLOT AREA:
None known	None
SOIL TYPES:	
Fox Sandy Loam, 6 to 12% slopes	
ENVIRONMENTAL ITEMS: (On-Site tanks, Contaminates, or Hazardous Material):	
None Known	
A REQUIRED COPY OF THE FOLLOWING DOCUMENT(S) IS ATTACHED:	
<input checked="" type="checkbox"/> Warranty Deed <input type="checkbox"/> Quit Claim Deed <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Other: _____	
None available	
PROPERTY I.D.#:	
13-13-300-026 and 13-13-300-032	
LEGAL DESCRIPTION:	
See the legal description on following deed	
DESCRIPTION OF IMPROVEMENTS (Including Square Footage of Primary Building):	
None	
REMARKS:	
The Master Plan indicates that this is a Mixed Use Area. Travis Pointe is a private road. Part of the property is bisected by a County Drain.	



L: 5057 P: 446 6223983 D
09/15/2014 02:42 PM Total Pages: 2
Lawrence Kestenbaum, Washtenaw Co.
Receipt # 14-15140 6223983
09/15/2014 Washtenaw Co., Michigan
Real Estate Transfer Tax
Tax Stamp # 346486
County Tax: \$192.50 State Tax: \$1312.50



WARRANTY DEED - INDIVIDUAL FORM

AB76860

Eileen Haas, whose address is 7263 Meade St., Westminster, CO, 80030, conveys and warrants to A2 Saline Venture, LLC, a Michigan limited liability company, whose address is 2121 Victoria Circle, Ann Arbor, MI, 48103 the following property located in the Township of Lodi, Washtenaw County, Michigan:

SEE LEGAL DESCRIPTION ATTACHED

(Vacant) Travis Pointe)

for the full consideration of \$175,000.00, subject to easements and restrictions of record and liens for real estate taxes not yet due and payable. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.
The grantor grants to the grantee the right to make division(s) under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

Dated: September 11, 2014

Roger Olson
Eileen Haas by Roger Olson, attorney-in-fact

Acknowledged before me in Jefferson County, Colorado, on September 11, 2014 by
Roger Olson, attorney-in-fact for Eileen Haas.

My commission expires:

STACEY K RAMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084042686
MY COMMISSION EXPIRES 12/22/2016

Stacey K Ramon
Notary Public

Jefferson County.

This instrument drafted by:

Scott Broshar P41006
2875 W. Liberty Rd.
Ann Arbor, MI 48103

When recorded return to:

Grantee

Recording Fee: \$14.00 plus \$1.00 tax certificate
Tax Parcel: M-13-13-300-026, M-13-13-300-032
AB File No.: 76860
Transfer Tax: \$1,505.00 ✓

Send tax bills to:
Grantee



Time Submitted for Recording
Date 9-15-2014 Time 11:40 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 9025172

6223983 L: 5057 P: 446 D 09/15/2014 02:42 PM Page 2 of 2

Exhibit "A"
Legal Description

Land situated in the Township of Lodi, Washtenaw County, Michigan described as:

Parcel 1:

Commencing at the Southwest corner of Section 13, T3S, R5E, Lodi Township, Washtenaw County Michigan, thence N 00° 11' 20" West 250.00 feet along the West line of said Section 13 and the centerline of Saline Ann Arbor Road, thence North 89° 48' 40" East 500.00 feet, thence North 00° 11' 20" West 235.71 feet, thence N 89° 42' 10" East 97.17 feet, thence N 01° 01' 40" East 95.00 feet, thence N 86° 28' 40" East 294.60 feet, thence North 89° 34' 50" East 53.42 feet, to the Point of Beginning, thence North 89° 34' 50" East 354.09 feet, thence S 00° 06' 40" East 392.37 feet; thence westerly 348.02 feet along the Northerly right of way line of Travis Pointe Road (120.00 feet wide) and along the arc of a curve to the right, radius 1367.84 feet, central angle 14° 34' 40", chord South 79° 37' 55" West 347.08 feet thence North 01° 30' 30" West 452.42 feet to the Point of Beginning, being part of the Southwest 1/4 of Section 13, T3S, R5E, Lodi Township, Washtenaw County, Michigan.

Parcel 2:

Commencing at the West 1/4 post of Section 13, T3S, R5E, Lodi Township, Washtenaw County, Michigan, and running thence due South along the centerline of Ann Arbor-Saline Road 1646.2 feet for a Place of Beginning; thence South 88° 30' East 405.5 feet; thence South 89° 15' East 737.3 feet; thence North 0° 29' East 314.2 feet; thence South 89° 09' East 173 feet to a point; thence South 0° 03' West 713.75 feet to a point thence North 89° 48' West 422.5 feet to a steel pipe fence post; thence South 86° 40' West 294.6 feet to a point; thence South 1° 13' West 95 feet to a point; thence North 89° 41' West 340.5 feet; thence due North 91.4 feet thence due West 59 feet to a point; thence due North 75 feet to a point; thence due West 200 feet to the centerline of Ann Arbor Saline Road; thence due North, along the centerline of Ann Arbor-Saline Road, 359.8 feet to a Place of Beginning.



EXCEPTING therefrom, the following 3 described parcels of land:

Commencing at the west quarter corner of Section 13, T3S, R5E; thence due South along the centerline of the Ann Arbor Saline Road, 1646.2 feet to the point of beginning, thence South 88° 30' East 245.5 feet; thence South 2° 05' East 115.5 feet; thence South 14° 20' East, 71.6 feet thence South 8° 24' East 59.7 feet thence South 87° 39' West, 276.3 feet; thence North 262 feet along the centerline of Ann Arbor-Saline Road to the point of beginning, being a part of the West 1/2 of the Southwest 1/4 of Section 13, T3S, R5E, Township of Lodi, Washtenaw County, Michigan.

Commencing at the West 1/4 corner of Section 13, T3S, R5E, Lodi Township, Washtenaw County, Michigan; thence along the West line of said Section and the centerline of the Ann Arbor-Saline Road South 1904.88 feet for a Place of Beginning; thence North 87° 35' 30" East 278.35 feet; thence South 2° 53' 30" East 102.20 feet; thence North 88° 30' West 283.37 feet; thence along the centerline of the Ann Arbor-Saline Road and the west line of said Section north 82.92 feet to the Place of Beginning, being a part of the Southwest 1/4 of the Southwest 1/4 of said Section.

Commencing at the West 1/4 corner of Section 13, T3S, R5E, Lodi Township, Washtenaw County, Michigan; thence South 00° 00' 00" East 1987.82 feet along the West line of said section and the centerline of Ann Arbor-Saline Road for a place of beginning; thence South 88° 30' 00" East 283.86 feet; thence North 02° 53' 30" West 71.81 feet; thence South 89° 41' 00" East 234.87 feet; thence South 28° 29' 14" East 181.37 feet; thence South 01° 13' 00" West 95.00 feet; thence North 89° 41' 00" West 340.50 feet thence North 00° 00' 00" East 91.40 feet; thence South 90° 00' 00" West 59.0 feet thence North 00° 00' 00" East 75.00 feet thence South 90° 00' 00" West 200.00 feet; thence North 00° 00' 00" East 23.12 feet along the West line of said section and the centerline of Ann Arbor-Saline Road to the place of beginning, being a part of the Southwest 1/4 of Section 13.

Tax I.D. M-13-13-300-026, M-13-13-300-032
(PARCEL 1) (PARCEL 2)

(Vacant) Travis Pointe
Ann Arbor, MI 48103

GENERAL AREA, TOWNSHIP AND NEIGHBORHOOD

TOWNSHIP DATA

Northfield Township, which contains 36.7 square miles, is located in Washtenaw County north of Ann Arbor, Michigan. The unincorporated community of Whitmore Lake lies within the northern prion of the township, on the border with Green Oak Township in Livingston County. It is immediately adjacent to Green Ok Township (Livingston County) to the north, Ann Arbor Township to the south, Salem Township (Wayne County) to the east and Webster Township to the west.

Northfield Township is linked to the region by highway US-23, which runs in a north/south direction. Within Northfield, the most important roads include 7 Mile, Whitmore Lake, N. Territorial, Sutton, Rushton, Dixboro and Pontiac Trail. These roads provide access to adjacent communities.

Based on the 2010 census, there were 8,245 people and 3,303 households residing in the Township. The average household size is 2.49. The median household income was \$58,396. The medium per capita income was \$25,543. The medium housing value was \$171,600. There were 3,401 housing units.

The local government provides good services that include its own fire department and police department. Due to the economic slowdown in southeast Michigan, growth has been slow; however, it is improving. Overall, the Township has a healthy economy. Shopping, schools, parks and houses of worship are in reasonable proximity.

NEIGHBORHOOD DATA

Subject neighborhood is located on Whitmore Lake Road between Barker Road and Eight Mile Road. The bulk of the development along Main Street is a mixture of 60-year-old single-family residences and both office and commercial uses. Property on the east side of Main Street has frontage on Whitmore Lake. I did observe any recent development.

E. ASSUMPTIONS AND LIMITED CONDITIONS

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent management are assumed unless otherwise stated in this report.
4. The information furnished by others is assumed to be reliable. However, no warranty is given for accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that utilization of land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as a confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey being conducted to determine if the property is or is not in conformance with the requirements of the American with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

14. Any proposed improvements are assumed to be completed in a good workman-like manner in accordance with the submitted plans and specifications.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under stated program utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without written consent or approval of the appraiser.

Fred B. Phlippeau
Real Estate Appraiser

Fred B. Phlippeau & Associates
38116 Minton
Livonia, Michigan 48150

QUALIFICATIONS

GENERAL INFORMATION

Lifelong resident of the Detroit area. Began real estate work as a salesman for Deremo & Sons, Inc. in 1963. Employed as a staff appraiser for George W. Drennan and William P. Walsh Company from 1964 - 1967. Self-employed from 1967 to the present.

APPRAISAL EDUCATION

Successfully completed the following courses:

- Course I and II - Urban given by the American Institute of Real Estate Appraisers (AIREA)
- Real Estate I and II given by the University of Michigan Extension Services
- Capitalization Theory and Techniques, Part A, given by the AIREA (1987)
- Capitalization Theory and Techniques, Part B, given by the AIREA (1987)
- Case Studies in Real Estate Valuation - Exam 2-1, given by the AIREA (1988)
- Basic Valuation Procedures - Exam 1A-2, given by the AIREA (1988)
- Real Estate Appraisal Principles - Exam 1A-1, given by the AIREA (1988)
- Report Writing and Valuation Analysis - Exam 2-2, given by the AIREA (1989)
- Standards of Professional Practice given by the AIREA (1989 & 1994)

SPECIFIC APPRAISAL EXPERIENCE

Airports:

- Mettetal Airport
- Romeo Airport

MDOT Excess Property:

- Control Sections: 50011, 50014, 50062, 58011, 63102, 63172, and 63174

Conventional Mortgages:

Colonial Mortgage, Dearborn Federal Credit Union, Ross Mortgage Corp., Marathon Mortgage Corp., Shore Mortgage Corp., Lincoln-Rowe Mortgage Corp., Merrill-Lynch Mortgage Corp., Citicorp Mortgage Corp., Advance Mortgage Corp., John Adams Mortgage Corp., Detroit Bank and Trust, Bank of the Commonwealth, Michigan National Bank of Detroit, Comerica Bank, Mutual Savings & Loan, St. Bonaventures Credit Union, Liberty Mortgage, Alliance Mortgage Corp., Hospital and Health Services Credit Union.

Employee-Relocations:

Associates Relocation Corp., Relocation Resources; Equitable Relocation Management Corp.; Merrill-Lynch Relocation Management, Inc.; Transamerica Relocation; Reichhold Chemical; A.B. Dick Co.; Consumers Power Co.; The Howard Relocation Group; Roadway Express Services, Inc.; Home Equity, Inc.; Chem-Exec Relocation Systems, Inc.; Coldwell Banker Relocation Management, Inc.; Better Homes & Gardens Family Relocation Service.

Condemnation Proceedings:

Michigan Department of Transportation, Oakland County Road Commission, City of Novi, City of Detroit, City of Northville, City of Centerline, Canton Township, City of Lapeer, Lapeer Board of Education, Wayne County Department of Public Works, and numerous private parties and attorneys.

Other:

- Numerous appraisals for tax, divorce, liquidation, and corporate purposes
- Assessed Value Appraisals
- Estate Appraisals

COURT EXPERIENCE

Wayne County Circuit Court
Oakland County Circuit Court
Lapeer County Circuit Court
Macomb County Circuit Court

Genesee County Circuit Court
Detroit Records Court
Wayne County Probate Court



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
UNIVERSITY REGION

KIRK T. STEUDLE
DIRECTOR

Good Faith Written Offer Letter
July 25, 2016

Whitmore Lake Properties, LLC
Carol A. Van Curler
2010 Hogback Road, Ste. 2
Ann Arbor, MI 48105

Subject: CS 81075, JN 118461B, Parcel 168 – (Main Street, Whitmore Lake, MI 48189- Part of B-02-06-105-044 and B-02-06-105-009)

Dear Ms. Van Curler:

The Michigan Department of Transportation (MDOT) has found it necessary to acquire in Fee a small 0.567 Acre piece of Property from Part of B-02-06-105-044 and B-02-06-105-009 for the reconstruction of US-23. The piece of property is located along US-23 North of the Railroad. See attached drawing. The project is expected to be constructed in the Spring of 2017. In accordance with state laws and federal regulations governing purchasing of Property by the MDOT, known as the Eminent Domain process, this letter is our written Good Faith Offer to purchase a Highway Easement.

MDOT has reviewed your property as it relates to the needs for the project, an Appraisal was prepared and determined the market value of the property to be \$8,500.00

We are offering to pay you a total of \$8,500.00 for that portion of your property. In legal terms, this constitutes our written Good Faith Offer, which represents payment for a portion of your property. A legal description of the property to purchase is included with this Good Faith Offer.

Enclosed is a copy of the Option to Purchase, Warranty Deed and the Appraisal upon which our Good Faith Offer is based. Please review all the materials carefully. If we missed anything that you believe to be significant to the amount of money you should be paid, please let us know, in writing, within 90 calendar days of the date of this letter. We are also available to discuss this offer with you to ensure that you understand all the documentation and we can answer whatever questions you may have related to this Good Faith Offer and the Eminent Domain process. MDOT will review any items you identify in your written response and let you know if we will make any changes to our Good Faith Offer

Whitmore Lake Properties, LLC

Page 2

July 25, 2016

If you choose, you have the right to request an appraisal be completed to determine the market value of your property. The appraisal will then become the basis for a revised written Good Faith Offer.

The Good Faith Offer we are making is for all property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the property, you can decide among yourselves how the proceeds of sale should be divided or you can request a court to decide how to divide the payment. We are willing to advise you on how to make this request of a court.

We also must point out that, as part of this offer, we must and do reserve our right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions on this provision, please let us know.

If you agree and are willing to accept our offer, please properly execute the Option to Purchase and Warranty Deed. Please also fill out the W-9 form. Please return these documents in the stamped self-addressed envelope provided.

Thank you in advance for your consideration of our Good Faith Offer and your cooperation with MDOT on our acquisition of a portion of your property. If you have any questions about the project, this Good Faith Offer, your rights as a property owner, or any other issues, please call me at (517) 750-0442 or my cell phone at (517) 230-9807

Sincerely,

A handwritten signature in cursive script, appearing to read "Donald G. Sare Jr.", written in dark ink.

Donald G. Sare, Jr
University Region
Property Analyst

Enclosures

Acceptance of Good Faith Written Offer

We, the undersigned owners, accept the Michigan Department of Transportation's (MDOT's) Good Faith Written Offer of \$8,500.00 for the property detailed in the Addendum to MDOT's Good Faith Written Offer letter of July 25, 2016. We also agree to the terms of the Addendum.

Witness:	Date:	Property Owners:	Date:
_____	_____	_____	_____
_____	_____	Carol A. Van Curler Member	_____
_____	_____	_____	_____

Michigan Department
Of Transportation
0645 (01/16)

ADDENDUM TO GOOD FAITH WRITTEN OFFER

This information required by P.A. 286 of 1964

Price	A.	The owner(s) agree to sell the following described property to the Michigan Department of Transportation for the sum of Eight Thousand Five Hundred Dollars and 00/100.... (\$8,500.00) and to deliver to the Michigan Department of Transportation a warranty deed clear of all encumbrances subject only to easements and restrictions of record.
Title	B.	The owner(s) agree not to sell, convey, mortgage, or otherwise encumber the title to the land or any part thereof, or to permit any act or deed to diminish the value of the following described land.
Taxes	C.	The owner(s) agree to pay all real estate taxes due and payable at the time of closing. The owner(s) also agrees to pay any special assessment levied at the time of closing. The owner(s) also agrees to pay any personal property taxes due and payable at the time of closing including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with the provisions of Act 288, P.A. 1966.
Improvements	D.	This sale includes all buildings, structures, trees and other improvements on the property.
Occupancy	E.	The Michigan Department of Transportation will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of Zero days after the closing. However, if the buildings become vacant subsequent to the acceptance of the Good Faith Offer, they will not be reoccupied.
Escrow Agent	F.	The owners(s) agree that Liberty Title Agency, Inc (Jayelynn DeJohn - (734) 475-6440 Ext. 3806) will act as escrow agent in closing this sale, if needed. The escrow agent will deduct from the proceeds all sums necessary to satisfy and discharge all liens, encumbrances and taxes and secure and record the instruments sufficient to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record.
Commitment #	G.	C24859
Delayed Payment	H.	N/A
Minerals	I.	Fluid Mineral and Gas rights are included.
Special Provisions	J.	N/A

Any personal property or fixtures that have not been removed by the date of a Notice to Quit to be issued by MDOT will become the property of MDOT and will be removed by MDOT, its contractors, or its agents. This does not apply to hazardous material.

MDOT reserves its rights to bring federal or state cost recovery actions against the present owners, and any other potentially responsible parties, arising out of release of hazardous substances on the property.

Legal Description

Lands located in the Township of Northfield, County of Washtenaw, described as:

That part of Tract "A" lying Westerly of a limited access right of way line which is 175.00 feet Easterly of and measured at right angles from the Highway US-23 legal alignment.

US-23 Legal Alignment:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence South 88 degrees 13'35" West, along the East-West 1/4 line of said Section 6 a distance of 1145.95 feet to the point of beginning of the US-23 Legal Alignment; thence Northerly, along said alignment and along a curve to the right 1822.61 feet, said curve having a radius of 3,817.21 feet, a central angle of 27 degrees 21'26", and a chord 1805.35 feet, bearing North 04 degrees 25'58" East to the point of ending of said legal alignment

The lands described above in fee contain 0.567 acre, more or less.

The above bearings and distances are relative to the Michigan State Plane Coordinates, South Zone (2113). Please note that the method of expressing the bearings in the taking description is reflective of reference to the Michigan State Plane grid location for North. The distances expressed are relative to the state plane grid distance.

The bearings and distances expressed in the tract description are relative to the record deed information and were not established by MDOT.

There shall be no right of direct ingress or egress from the remainder of Tract "A", to and from and between the lands herein described.

Tract "A"

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 1279 feet; thence deflecting 90 degrees 00' to the left parallel to the East and West 1/4 line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting 90 degrees 00' to the right 436 feet more or less; thence deflecting 90 degrees 00' to the left 207 feet more or less to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the Southeast, radius 3694.83 feet to a point which is West of the PLACE OF BEGINNING; thence East 330 feet more or less to the PLACE OF BEGINNING, being a part of the Northeast 1/4 of said Section 6. ALSO: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting 129 degrees 45' to the left 66.22 feet; thence deflecting 90 degrees 00' to the right 320.00 feet; thence deflecting 90 degrees 00' to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which is 650.68 feet North of the PLACE OF BEGINNING; thence continuing West on a line parallel to the East and West 1/4 line of said Section 919 feet more or less to the Easterly line of the relocate US-23 highway; thence Southerly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeasterly line of the

LEGAL DESCRIPTION (continued):

Toledo & Ann Arbor Railroad right of way; thence Northeasterly along said railroad right of way 10 feet more or less; thence deflecting 90 degrees 00' to the right and continuing along said railroad right of way 809 feet; thence deflecting 52 degrees 43' 30" to the left 397.96 feet; thence Northeasterly 132.26 feet to a point on the East line of said Section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting 49 degrees 03' to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast 1/4 of said Section 6. ALSO SUBJECT TO the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the Easterly and Westerly line are 33.0 (measured at right angles) and parallel to the survey centerline of said Old US-23 highway, being described as follows: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly 1279 feet along the East line of said Section; thence Westerly on a line parallel to the East and West 1/4 line of said Section 108.9 feet to the centerline of Old US-23 highway and the PLACE OF BEGINNING; thence Southerly deflecting 96 degrees 08' to the left 94.77 feet along said centerline; thence Southeasterly 335.35 feet in the arc of a circular curve concave to the Northeast; radius 574.74 feet, chord deflects 16 degrees 43' 30" to the left 330.61 feet for a PLACE OF ENDING, being in the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, and the Northeast 1/4 of said Section 6.

ALSO INCLUDING the following described parcel:

A strip of land 50 feet wide lying Easterly of and adjacent to a line 33 feet Easterly and parallel to the centerline of Ann Arbor Railroad and extending Northerly from the North right of way of Barker Road which runs East and West on the 1/4 line of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, for a distance of 1000 feet EXCEPTING THEREFROM the right of way from US-23. EXCEPTING from the above mentioned property land conveyed in Warranty Deed recorded in Liber 1895, page 740, Washtenaw County Records.

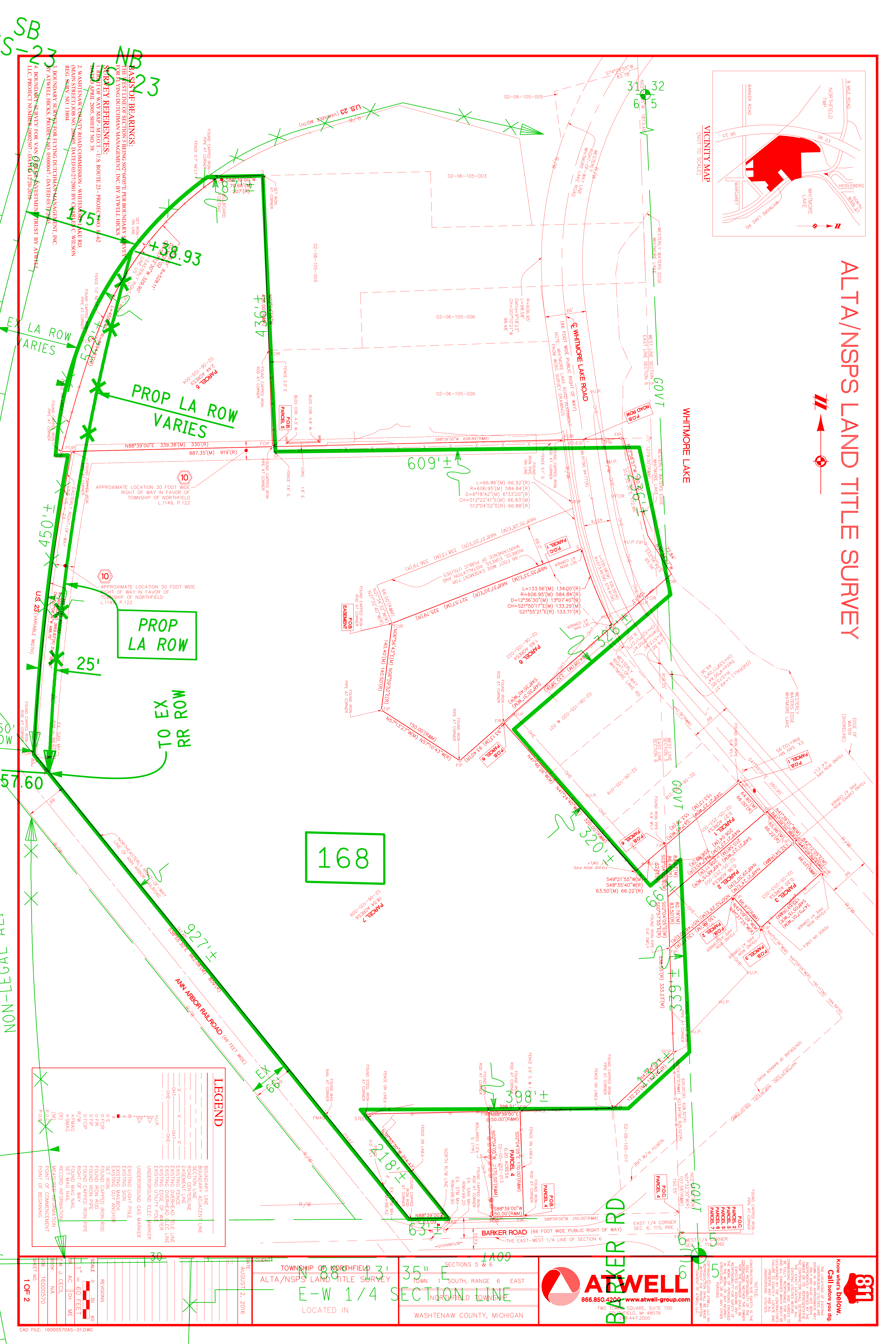
ALSO:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 02 degrees 04' 05" West 625.05 feet along the East line of said Section 6; thence South 48 degrees 35' 40" West 66.22 feet; thence North 41 degrees 24' 40" West 320.00 feet to the POINT OF BEGINNING; thence South 48 degrees 35' 40" West 93.40 feet; thence North 57 degrees 10' 43" West 150.00 feet; thence North 06 degrees 59' 52" East 140.50 feet; thence North 68 degrees 37' 20" East 325.79 feet; thence Southeasterly 134.00 feet along the West right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the Northeast, radius 584.84 feet, central angle 13 degrees 07' 40" chord South 21 degrees 55' 21" East 133.71 feet; thence South 48 degrees 35' 40" West 232.38 feet to the POINT OF BEGINNING, being a part of the Northeast 1/4 of Section 6, Town 1 South, Range 6 East.

Commonly known as: Vacant Land - Main St., Whitmore Lake, MI 48189.

PROPERTY TAX CODE: Part of: B-02-06-105-025

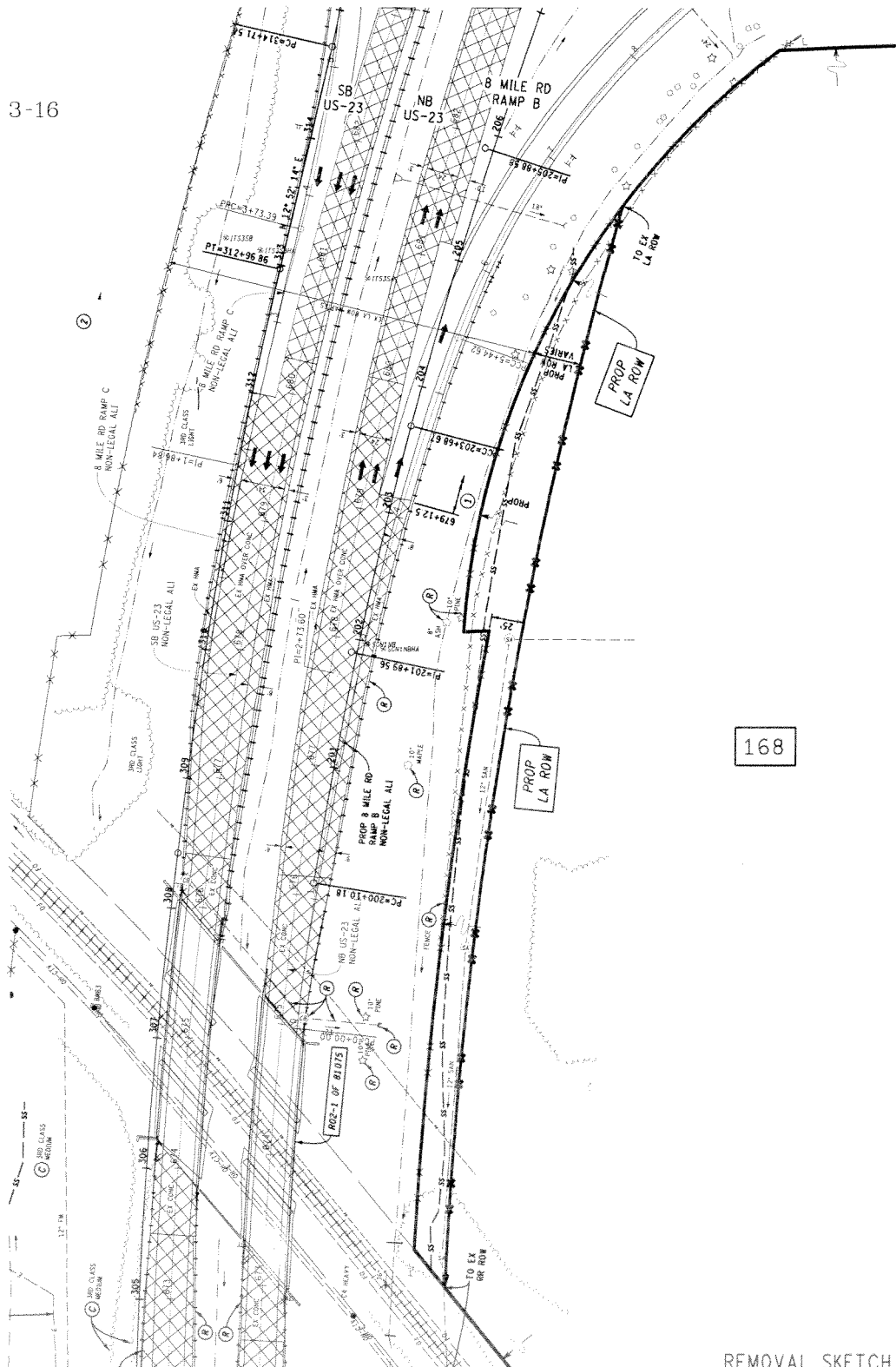
Control Section 81075	Job Number 118461B	Parcel 168	Name Whitmore Lake Properties, LLC
--------------------------	-----------------------	---------------	--



SEC. 6, T1S , R6E
NORTHFIELD TOWNSHIP
WASHTENAW COUNTY

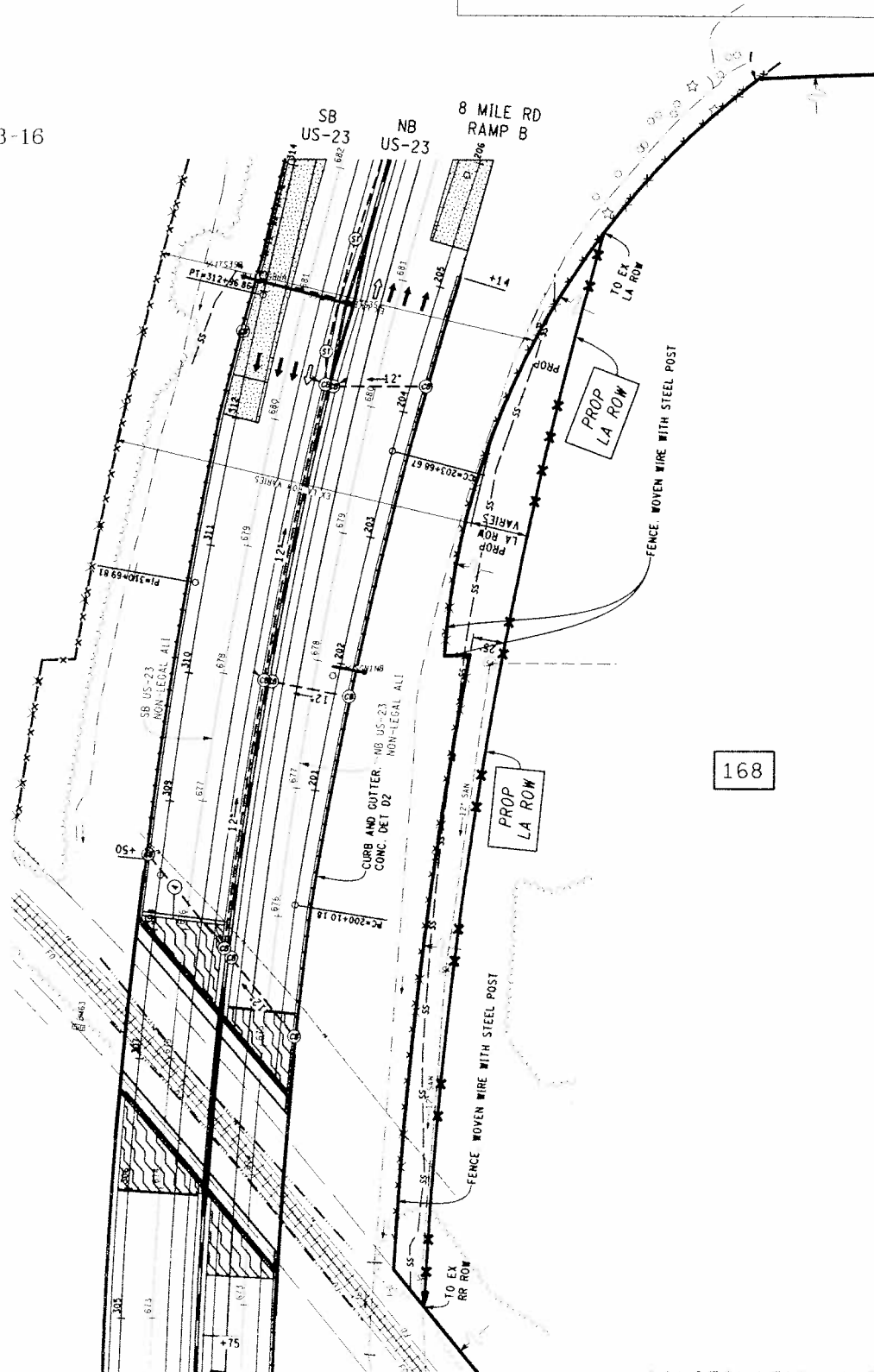
CONTROL 81075
JOB NO. 118461B
PARCEL 168

SCALE
1"=120'
DRW'N JW 3-16
REV



REMOVAL SKETCH

SCALE
1"=120'
DRW'N JW 3-16
REV



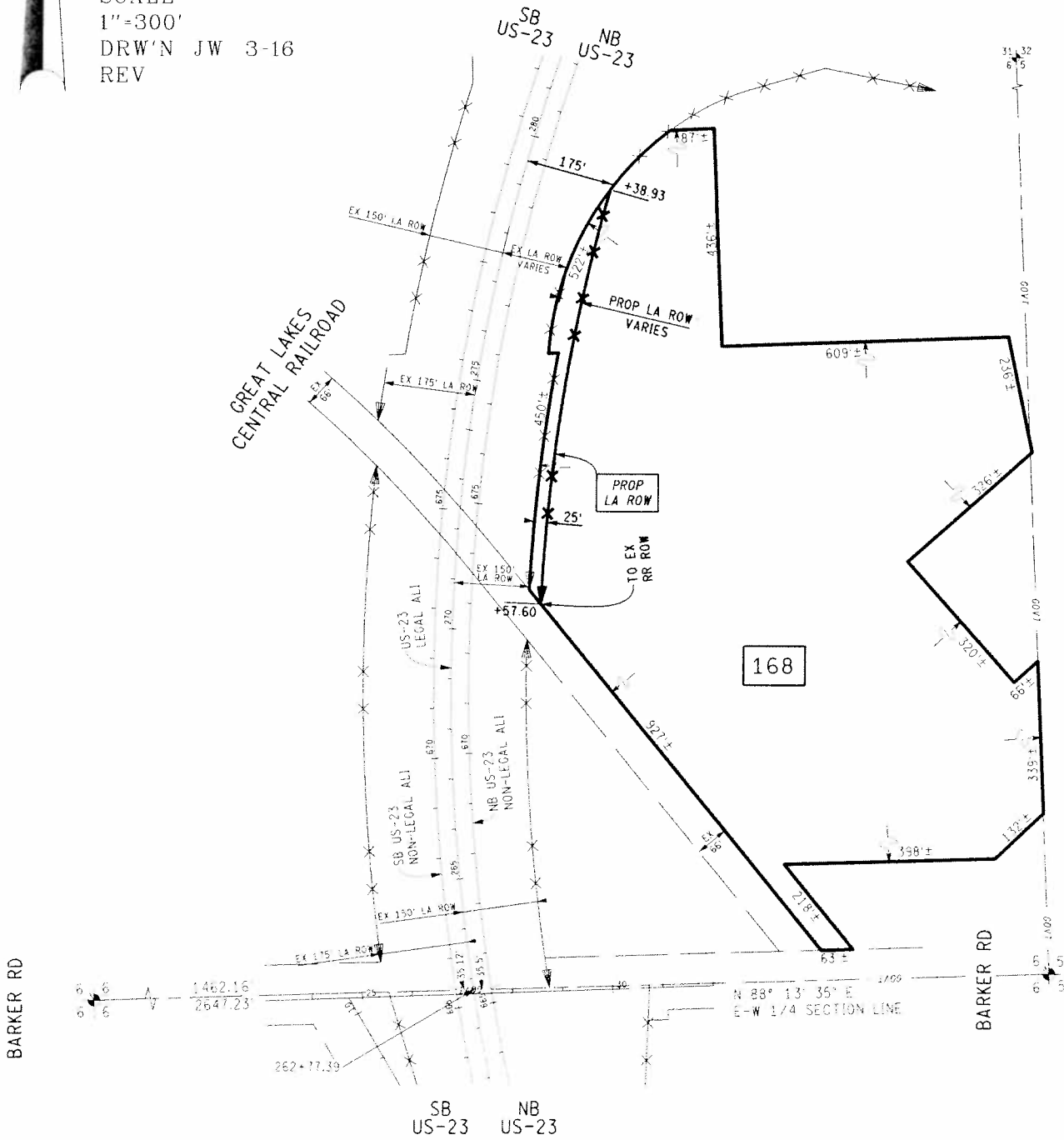
168

CONSTRUCTION SKETCH

SEC.6 , T1S , R6E
NORTHFIELD TOWNSHIP
WASHTENAW COUNTY

CONTROL 81075
JOB NO. 118461B
PARCEL 168

SCALE
1"=300'
DRW'N JW 3-16
REV



TECHNICIAN'S WORK SHEET

PARCEL NO: 168	FILE NO: Parcel 168.docx
CONTROL: 81075	RELATED FILE NO: <u>C24859.pdf</u>
JOB NO: 118461B	FED. ITEM:
DATE: April 6, 2016	FED PROJ:
NAME: Whitmore Lake Properties, LLC, a Michigan limited liability company	APPROVED: JGS (04-13-2016)
INTEREST: Fee	REVISED: REV NO:
PREP BY: JW	
TAX CODE: Part of B-02-06-105-004 and part of B-02-06-105-009	

Lands located in the Township of Northfield, County of Washtenaw, described as:

That part of Tract "A" lying Westerly of a limited access right of way line which is 175.00 feet Easterly of and measured at right angles from the Highway US-23 legal alignment.

US-23 Legal Alignment:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence South 88 degrees 13'35" West, along the East-West 1/4 line of said Section 6 a distance of 1145.95 feet to the point of beginning of the US-23 Legal Alignment; thence Northerly, along said alignment and along a curve to the right 1822.61 feet, said curve having a radius of 3,817.21 feet, a central angle of 27 degrees 21'26", and a chord 1805.35 feet, bearing North 04 degrees 25'58" East to the point of ending of said legal alignment

The lands described above in fee contain 0.567 acre, more or less.

The above bearings and distances are relative to the Michigan State Plane Coordinates, South Zone (2113). Please note that the method of expressing the bearings in the taking description is reflective of reference to the Michigan State Plane grid location for North. The distances expressed are relative to the state plane grid distance.

The bearings and distances expressed in the tract description are relative to the record deed information and were not established by MDOT.

There shall be no right of direct ingress or egress from the remainder of Tract "A", to and from and between the lands herein described.

Tract "A"

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 1279 feet; thence deflecting 90 degrees 00' to the left parallel to the East and West 1/4 line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting 90 degrees 00' to the right 436 feet more or less; thence deflecting 90 degrees 00' to the left 207 feet more or less to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the Southeast, radius 3694.83 feet to a point which is West of the PLACE OF BEGINNING; thence East 330 feet more or less to the PLACE OF BEGINNING, being a part of the Northeast 1/4 of said Section 6. ALSO: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting 129 degrees 45' to the left 66.22 feet; thence deflecting 90 degrees 00' to the right 320.00 feet; thence deflecting 90 degrees 00' to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which

is 650.68 feet North of the PLACE OF BEGINNING; thence continuing West on a line parallel to the East and West 1/4 line of said Section 919 feet more or less to the Easterly line of the relocate US-23 highway; thence Southerly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeasterly line of the Toledo & Ann Arbor Railroad right of way; thence Northeasterly along said railroad right of way 10 feet more or less; thence deflecting 90 degrees 00' to the right and continuing along said railroad right of way 809 feet; thence deflecting 52 degrees 43' 30" to the left 397.96 feet; thence Northeasterly 132.26 feet to a point on the East line of said Section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting 49 degrees 03' to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast 1/4 of said Section 6. ALSO SUBJECT TO the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the Easterly and Westerly line are 33.0 (measured at right angles) and parallel to the survey centerline of said Old US-23 highway, being described as follows: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly 1279 feet along the East line of said Section; thence Westerly on a line parallel to the East and West 1/4 line of said Section 108.9 feet to the centerline of Old US-23 highway and the PLACE OF BEGINNING; thence Southerly deflecting 96 degrees 08' to the left 94.77 feet along said centerline; thence Southeasterly 335.35 feet in the arc of a circular curve concave to the Northeast; radius 574.74 feet, chord deflects 16 degrees 43' 30" to the left 330.61 feet for a PLACE OF ENDING, being in the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, and the Northeast 1/4 of said Section 6.

ALSO INCLUDING the following described parcel:

A strip of land 50 feet wide lying Easterly of and adjacent to a line 33 feet Easterly and parallel to the centerline of Ann Arbor Railroad and extending Northerly from the North right of way of Barker Road which runs East and West on the 1/4 line of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, for a distance of 1000 feet EXCEPTING THEREFROM the right of way from US-23. EXCEPTING from the above mentioned property land conveyed in Warranty Deed recorded in Liber 1895, page 740, Washtenaw County Records.

ALSO:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 02 degrees 04' 05" West 625.05 feet along the East line of said Section 6; thence South 48 degrees 35' 40" West 66.22 feet; thence North 41 degrees 24' 40" West 320.00 feet to the POINT OF BEGINNING; thence South 48 degrees 35' 40" West 93.40 feet; thence North 57 degrees 10' 43" West 150.00 feet; thence North 06 degrees 59' 52" East 140.50 feet; thence North 68 degrees 37' 20" East 325.79 feet; thence Southeasterly 134.00 feet along the West right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the Northeast, radius 584.84 feet, central angle 13 degrees 07' 40" chord South 21 degrees 55' 21" East 133.71 feet; thence South 48 degrees 35' 40" West 232.38 feet to the POINT OF BEGINNING, being a part of the Northeast 1/4 of Section 6, Town 1 South, Range 6 East.

Commonly known as: Vacant Land - Main St., Whitmore Lake, MI 48189.

Michigan Department
Of Transportation
0648 (08/15)

WARRANTY DEED
TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
This information required by P.A. 286 1964 in order to convey land.
Partial

The Grantors Whitmore Lake Properties, LLC
2010 Hogback Road Ste. 2
Ann Arbor, MI 48105
for the sum of Eight Thousand Five Hundred Dollars and 00/100---- (\$8,500.00)
Conveys and warrants to the Michigan Department of Transportation and to its successors in office and
assigns, whose address is 425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909, the following
described real estate in the Township of
Northfield, County of Washtenaw, State of Michigan:

See Attached Legal

This conveyance includes all fluid mineral and gas rights.

PROPERTY TAX CODE

Part of B-02-06-105-004 and Part of B-02-06-105-009

CONTROL SECTION 81075	PARCEL NUMBER 168	NAME Whitmore Lake Properties, LLC
JOB NUMBER 118461B	FEDERAL ITEM NUMBER HK 0469	FED PROJECT NUMBER NH-1581 (240)

Signed this day of , 20

X _____
Grantor -
Title -

X _____
Grantor – Carol Van Curler
Title – Member

X _____
Grantor -
Title -

X _____
Grantor –
Title –

PROPERTY TAX CODE Part of B-02-06-105-004 and Part of B-02-06-105-009		
CONTROL SECTION 81075	PARCEL NUMBER 168	NAME Whitmore Lake Properties, LLC
JOB NUMBER 118461B	FEDERAL ITEM NUMBER HK 0469	FED PROJECT NUMBER NH-1581 (240)

CORPORATE NOTARY ACKNOWLEDGEMENT

Notary Public, State of Michigan County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this
Acting in the County of _____

_____ day of _____, 20____

by Carol Van Curler the Member and
Name of Officer Title of Officer

by _____ the _____ and
Name of Officer Title of Officer

by _____ the _____ and
Name of Officer Title of Officer

of Whitmore Lake Properties, LLC a Limited Liability Company, on behalf of the
Name of corporation/partnership/entity Type of corporation/partnership/entity

Corporation/partnership/entity Whitmore Lake Properties, LLC

_____ My Commission Expires on _____
NOTARY PUBLIC –

Drafted by: Donald G. Sare, Jr
Michigan Department of Transportation
4701 West Michigan Ave
Jackson, MI 49201

When recorded return to: Donald G. Sare, Jr
Michigan Department of Transportation
4701 West Michigan Ave
Jackson, MI 49201

PROPERTY TAX CODE

Part of B-02-06-105-004 and Part of B-02-06-105-009

CONTROL SECTION 81075	PARCEL NUMBER 168	NAME Whitmore Lake Properties, LLC
JOB NUMBER 118461B	FEDERAL ITEM NUMBER HK 0469	FED PROJECT NUMBER NH-1581(240)

LEGAL DESCRIPTION

Lands located in the Township of Northfield, County of Washtenaw, described as:

That part of Tract "A" lying Westerly of a limited access right of way line which is 175.00 feet Easterly of and measured at right angles from the Highway US-23 legal alignment.

US-23 Legal Alignment:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence South 88 degrees 13'35" West, along the East-West 1/4 line of said Section 6 a distance of 1145.95 feet to the point of beginning of the US-23 Legal Alignment; thence Northerly, along said alignment and along a curve to the right 1822.61 feet, said curve having a radius of 3,817.21 feet, a central angle of 27 degrees 21'26", and a chord 1805.35 feet, bearing North 04 degrees 25'58" East to the point of ending of said legal alignment

The lands described above in fee contain 0.567 acre, more or less.

The above bearings and distances are relative to the Michigan State Plane Coordinates, South Zone (2113). Please note that the method of expressing the bearings in the taking description is reflective of reference to the Michigan State Plane grid location for North. The distances expressed are relative to the state plane grid distance. The bearings and distances expressed in the tract description are relative to the record deed information and were not established by MDOT.

There shall be no right of direct ingress or egress from the remainder of Tract "A", to and from and between the lands herein described.

Tract "A"

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 1279 feet; thence deflecting 90 degrees 00' to the left parallel to the East and West 1/4 line of said Section 6, 608.89 feet for a PLACE OF BEGINNING; thence deflecting 90 degrees 00' to the right 436 feet more or less; thence deflecting 90 degrees 00' to the left 207 feet more or less to the Easterly line of the relocated US-23 highway; thence Southwesterly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the Southeast, radius 3694.83 feet to a point which is West of the PLACE OF BEGINNING; thence East 330 feet more or less to the PLACE OF BEGINNING, being a part of the Northeast 1/4 of said Section 6. ALSO: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly along the East line of said Section 6, 628.32 feet for a PLACE OF BEGINNING; thence deflecting 129 degrees 45' to the left 66.22 feet; thence deflecting 90 degrees 00' to the right 320.00 feet; thence deflecting 90 degrees 00' to the right to the water's edge of Whitmore Lake; thence Northerly along said water's edge to a point which is 650.68 feet North of the PLACE OF BEGINNING; thence West to a point on the East line of said Section 6 which is 650.68 feet North of the PLACE OF BEGINNING;

PROPERTY TAX CODE
Part of B-02-06-105-004 and Part of B-02-06-105-009

CONTROL SECTION 81075	PARCEL NUMBER 168	NAME Whitmore Lake Properties, LLC
JOB NUMBER 118461B	FEDERAL ITEM NUMBER HK0469	FED PROJECT NUMBER NH-1581(240)

LEGAL DESCRIPTION

LEGAL DESCRIPTION (continued):

thence continuing West on a line parallel to the East and West 1/4 line of said Section 919 feet more or less to the Easterly line of the relocate US-23 highway; thence Southerly along said Easterly line 450 feet more or less in the arc of a circular curve concave to the East radius 3669.83 feet to a point where said Easterly line intersects the Northeasterly line of the Toledo & Ann Arbor Railroad right of way; thence Northeasterly along said railroad right of way 10 feet more or less; thence deflecting 90 degrees 00' to the right and continuing along said railroad right of way 809 feet; thence deflecting 52 degrees 43' 30" to the left 397.96 feet; thence Northeasterly 132.26 feet to a point on the East line of said Section 338.55 feet South of the PLACE OF BEGINNING; thence along said East line deflecting 49 degrees 03' to the left 338.55 feet to the PLACE OF BEGINNING; being part of the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and the Northeast 1/4 of said Section 6. ALSO SUBJECT TO the rights of the public over a parcel of land 66.0 feet in width thereof as occupied by old US-23 highway, of which the Easterly and Westerly line are 33.0 (measured at right angles) and parallel to the survey centerline of said

Old US-23 highway, being described as follows: Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence Northerly 1279 feet along the East line of said Section; thence Westerly on a line parallel to the East and West 1/4 line of said Section 108.9 feet to the centerline of Old US-23 highway and the PLACE OF BEGINNING; thence Southerly deflecting 96 degrees 08' to the left 94.77 feet along said centerline; thence Southeasterly 335.35 feet in the arc of a circular curve concave to the Northeast; radius 574.74 feet, chord deflects 16 degrees 43' 30" to the left 330.61 feet for a PLACE OF ENDING, being in the Northwest 1/4 of Section 5, Town 1 South, Range 6 East, Northfield Township, and the Northeast 1/4 of said Section 6.

ALSO INCLUDING the following described parcel:

A strip of land 50 feet wide lying Easterly of and adjacent to a line 33 feet Easterly and parallel to the centerline of Ann Arbor Railroad and extending Northerly from the North right of way of Barker Road which runs East and West on the 1/4 line of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, for a distance of 1000 feet EXCEPTING THEREFROM the right of way from US-23. EXCEPTING from the above mentioned property land conveyed in Warranty Deed recorded in Liber 1895, page 740, Washtenaw County Records.

ALSO:

Commencing at the East 1/4 corner of Section 6, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 02 degrees 04' 05" West 625.05 feet along the East line of said Section 6; thence South 48 degrees 35' 40" West 66.22 feet; thence North 41 degrees 24' 40" West 320.00 feet to the POINT OF BEGINNING; thence South 48 degrees 35' 40" West 93.40 feet; thence North 57 degrees 10' 43" West 150.00 feet; thence North 06 degrees 59' 52" East 140.50 feet; thence North 68 degrees 37' 20" East 325.79 feet; thence Southeasterly 134.00 feet along the West right of way line of Main Street (66 feet wide) and the arc of a circular curve concave to the Northeast, radius 584.84 feet, central angle 13 degrees 07' 40" chord South 21 degrees 55' 21" East 133.71 feet; thence South 48 degrees 35' 40" West 232.38 feet to the POINT OF BEGINNING, being a part of the Northeast 1/4 of Section 6, Town 1 South, Range 6 East.

Commonly known as: Vacant Land - Main St., Whitmore Lake, MI 48189.

PROPERTY TAX CODE

Part of B-02-06-105-004 and Part of B-02-06-105-009

CONTROL SECTION 81075	PARCEL NUMBER 168	NAME Whitmore Lake Properties, LLC
JOB NUMBER 118461B	FEDERAL ITEM NUMBER HK0469	FED PROJECT NUMBER NH-1581(240)

CONTROL	81075
JOB NO.	118461B
PARCEL	168

SCALE
1"=300'
DRW'N JW 3-16
REV

GREAT LAKES
CENTRAL RAILROAD

SB US-23
NB US-23

175'

+38.93

EX 150' LA ROW

PROP LA ROW VARIES

PROP LA ROW

25'

+57.60

TO EX RR ROW

168

BARKER RD

N BR° 13° 35' E
E-W 1/4 SECTION LINE

SB US-23
NB US-23

RELEASE OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that FREEMAN E. WEBER and LUCILE C. WEBER, husband and wife whose post office address is 9699 North Main Street, Whitmore Lake, Michigan, for the sum of one dollar and other valuable consideration does hereby grant, convey and release to the TOWNSHIP OF NORTHFIELD, a Michigan municipal corporation whose post office address is 50 Jennings Road, Whitmore Lake, Michigan an easement and right-of-way for the construction, maintenance and repair of underground sewer over and across lands situated in the Township of Northfield, Washtenaw County, and State of Michigan particularly described as follows, to wit:

Beginning in the Easterly line of the Toledo and Ann Arbor Railroad right of way at a point which is 1279 feet North of and 1420.99 feet West of the East quarter post of section; thence East 1310.70 feet; thence deflecting $83^{\circ} 28'$ to the right 269.14 feet; thence deflecting $33^{\circ} 15'$ to the left 25.15 feet; thence deflecting $90^{\circ} 15'$ to the right 220.00 feet; thence deflecting 90° to the left 320 feet; thence deflecting 90° to the left 66.22 feet to a point in the East line of section which point is 628.32 feet North of the East quarter post of section; thence South 338.55 feet in section line; thence deflecting $49^{\circ} 03'$ to the right 132.26 feet; thence West 397.96 feet to the Easterly line of said railroad right of way; thence deflecting $52^{\circ} 43' 30''$ to the right 809 feet in said right of way line; thence deflecting 90° to the left 50 feet in said right of way line; thence Northwesterly 603.7 feet in said railroad right of way line to the Place of Beginning, except that part conveyed to State Highway Department for U.S. 23 relocation, and except that part lying West of U.S. 23, as relocated, conveyed to Stubnitz Greene Corporation, being part of the Northeast fractional quarter of Section 6, Town 1 South, Range 6 East, Township of Northfield, Washtenaw County, Michigan.

The specific route and course of said easement and right-of-way is described as:

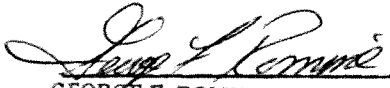
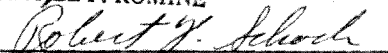
Beginning at a point on the Easterly line of said property 5 feet, measured at right angles, south of the North property line of said property; thence 728 feet, more or less, Westerly, parallel to and 5 feet South of the North line of said property to a point 20 feet East of the East right-of-way line of the new U.S. Highway 23 Expressway; thence deflecting $79^{\circ} 45'$ to the left 250.44 feet; thence deflecting $2^{\circ} 19'$ to the left 240 feet more or less, these last two courses being more or less parallel to and 20 feet East of said East right-of-way line, to a point on the Southerly line of said property (the Northerly Ann Arbor Railroad right-of-way line.)

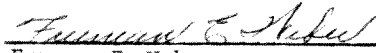

This grant, conveyance and release includes a strip of land fifteen (15) feet in width on each side of the route and course above described, together with the grant for temporary use of a strip of land fifty (50) feet in width on each side of said route and course, during the construction of said sewer, to permit the said Township, its agents, representatives and contractors to move equipment and material across the said fifty (50) feet strips of land, together with right-of-entry upon and passage over the same, the deposit of excavated earth and storage of material and equipment thereon, all as may be necessary or useful for the construction of said sewer, and, excepting as hereinafter provided, immediately upon completion of such construction, said Township shall fill all excavations, replace top soil removed, and reasonably restore the grade existing prior to excavation.

Dated this 16 day of November 1965.

Signed, Sealed and Delivered
in Presence of:

Signed and Sealed:



GEORGE F. ROMINE

Robert F. Schoch


Freeman E. Weber

Lucile C. Weber

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 16 day of November, 1965, before me personally appeared FREEMAN E. WEBER and LUCILE C. WEBER, to me known to be the persons described in the foregoing instrument and acknowledged that they executed the same as their free act and deed.

GEORGE F. ROMINE
Notary Public, Livingston County
Acting in Washtenaw County, Michigan
My Commission Expires January 15, 1968


Notary Public
Washtenaw County, Michigan
My commission expires: _____

Instrument Drafted by:
Douglas K. Reading
515 Ann Arbor Trust Bldg.
Ann Arbor, Michigan.

RECEIVED
FOR RECORD

FEB 15 2 23 PM '66

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RECEIVED
FOR RECORD

FEB 15 2 23 PM '66

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

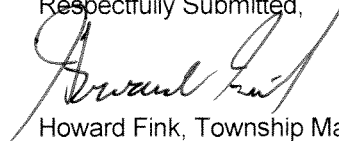
Memo

To: Northfield Township Board
From: Howard Fink
Date: 8/18/2016
Re: Equalization Basin

Dear Township Board,

Attached in your packet is the equalization study completed by Tetra Tech. Soil Borings have come back indicating there is no issues. Brian Rubel will be on hand for any questions.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written in black ink.

Howard Fink, Township Manager

NORTHFIELD TOWNSHIP

Wastewater Treatment Plant

Wet Weather Storage Tank Preliminary Design Report

March 21, 2016

Table of Contents

INTRODUCTION.....	1
TANK SIZING.....	2
TANK MATERIAL.....	4
Concrete Tank.....	4
Bolted Steel Tank.....	5
TANK DIMENSIONS.....	7
TANK, VALVE AND METER VAULT LOCATION.....	8
TANK OPERATION.....	9
Filling.....	9
Maintenance.....	10
Draining/Overflows.....	10
Tank Cleaning.....	11
Instrumentation and Control.....	12
Temporary Facilities.....	13
PUMP STATIONS.....	14
8 Mile Pump Station.....	14
Woodland Center Correctional Facility Pump Station.....	15
COST OPINION.....	16
SCHEDULE.....	17
RECOMMENDATIONS.....	18
Soil Borings.....	18
Funding Sources.....	18
Final Recommendation.....	18

Appendix A - Tank Sizing Reports

Appendix B - Drawing Figures

Appendix C – Cost Opinion

Appendix D –Soil Boring Proposal

INTRODUCTION

Northfield Township owns and operates a Wastewater Treatment Plant (WWTP) and sanitary collection system. The WWTP is located at 1150 Lemen Road, Whitmore Lake, Michigan 48189. As with most older sewer systems, the wastewater flow rates increase with rainfall. This makes operating the WWTP challenging. As early as 1988, the Township evaluated construction of a Wet Weather Storage (WWS) tank to manage the wet weather flow. However, the WWS tank was never constructed. Operational challenges from recent wet weather flow and inquiries regarding adding new development have led to this preliminary design report for a WWS tank at the Northfield WWTP.

TANK SIZING

The WWTP's current average flow is 0.7 MGD and can be as high as 0.9 MGD during spring months (May generally being the peak month). The current WWTP capacity is 1.3 MGD. The Township's NPDES permit allows expansion up to 3 MGD. In 2002, Northfield, Green Oak, and Hamburg Township entered into a consent order that called for the WWTP to expand to 2.25 MGD. However the economy stalled and this expansion did not proceed.

In March 2015, as part of the Sanitary Sewer Capacity Inventory Report, Tetra Tech completed an analysis which resulted in a preliminary tank size of 1.7 MG to prevent overflows up to the 25-year, 24-hour design storm in accordance with the Michigan's sanitary sewer overflow (SSO) policy. The design storm hydrograph was based on several years of metered data from the WWTP's influent meter. This storage volume would allow the current plant to be used without other major improvements until the average dry weather flow during the spring reached 1.1 MGD, which is 85 percent of the WWTP's treatment capacity. Expansion of the WWTP would be required once average flows reached this magnitude.

As part of this preliminary design a second, but more data intensive analysis (a long-term simulation), was completed to take advantage of the portion of the State's SSO Policy. This allows communities to demonstrate that there will be no more than one overflow in ten years from the system instead of using the 25-year, 24-hour design storm. This approach can substantially reduce the amount of storage required to meet the State's SSO Policy relative to the design storm.

The long-term simulation was completed using EPA SWMM. Flows in response to rainfall are predicted by the model using a unit hydrograph method based on the response to rainfall recorded at the WWTP's influent meter and 54 years of hourly rainfall data. The model also uses a seasonally varying dry weather flow pattern to represent the higher dry weather flows measured in the spring season.

For the 54-year simulation, the minimum tank size that meets the State's SSO Policy will have a volume that is just larger than the sixth largest volume required, and will allow roughly one overflow every ten years on average. This volume was determined to be 1.3 MG.

Due to uncertainties in modeling, it is prudent to plan for a slightly larger storage tank than the analysis projects. For instance, it may be wise to plan on a 1.5 MG tank. The model predicts a 1.5 MG tank will have two overflows in the 54-year model simulation.

Further discussion of preliminary sizing of the WW tank and discussion of the long-term simulation in more detail are provided in Appendix A.

TANK MATERIAL

Two types of tank materials were considered as part of the evaluation. One type of tank considered is a below grade concrete storage tank and the other type of tank considered is an above ground bolted steel storage tank.

Concrete Tank

This type of tank would be a buried below grade concrete storage tank with a concrete cover.

Considerations with this type of tank include:

- Considerable excavation and backfill would be required.
- Fitting the concrete tank onsite in an ideal location within the property lines will be challenging.
- A valve and meter vault would be required to divert flow from the 8 Mile Pump Station into the storage tank.
- A pump station would be required for draining the tank. These pumps would be used very infrequently and be another maintenance item for plant staff.
- The concrete tank would most likely have a concrete cover to contain odors. A concrete cover is not ideal since hydrogen sulfide can build up in the tank and deteriorate the concrete.
- A typical design life would be 50 to 100 years.
- Approximate cost of \$3 per gallon of storage

Bolted Steel Tank

This type of tank would be an above-ground bolted steel storage tank with access stairs, platform, and a dome cover. Considerations with this type of tank include:

- Fill would need to be brought on site to raise the tank high enough for the tank to drain by gravity to the Grit and Screen Building. This eliminates the need for a pump station to drain the tank. Proper compaction methods would need to be followed to control tank settling.
- A valve and meter vault would be required to divert flow from the 8 Mile Pump Station into the storage tank.
- The same valve and meter vault would be used for draining the tank back to the Grit and Screen Building. Since draining the tank can be done by gravity, a pump station would not be required. This will provide one less maintenance item for the WWTP staff as compared to the concrete tank.
- Access stairs would be provided to the top of the tank with a platform for access into the tank at the top of the stairs.
- A dome cover would be located over the top of the tank to contain odors.
- The steel will be glass lined to control corrosion.
- A typical design life is at least 50 years.
- Approximate cost of \$2 per gallon of storage

Based on review with plant staff it was decided to proceed with designing the bolted steel storage tank with the main reason that the bolted steel tank would be considerably less expensive than the concrete tank with a similar design life. Additional reasons for the bolted steel tank is that it will fit on site, a pump station is not required, and the tank and equipment will have minimal maintenance. From this point in the report only the bolted steel storage tank is discussed.

TANK DIMENSIONS

Bolted steel tanks can be obtained in numerous combinations of height and diameter. For this project, we have identified a 100 feet diameter by 26.5 feet tank height as a reasonable combination to provide the 1.5 MG of storage. The floor elevation of the tank will be at elevation 915.00 which places the tank higher than the expected high water level at maximum flow in the Grit and Screen Building as shown on Figure 2 in Appendix B. This will allow the tank to be drained by gravity. The final tank diameter and tank height may be slightly adjusted during design of the tank.

TANK, VALVE AND METER VAULT LOCATION

The WWS tank will be located directly south of the Grit and Screen Building. This location requires the least amount of fill to be brought on site for raising the floor of the WWS tank to allow gravity draining of the tank. This location also leaves the area to the south and east clear for future plant expansion. The location for the WWS tank is shown on Figure 3 in Appendix B.

A valve and meter vault will be located just south of the Grit and Screen Building and north of the WWS tank. The valve and meter vault will have throttling valves, open-close motor-actuated valves, open-close manual valves, magnetic flow meter, and sump pump. The vault will be located at the existing 90 degree bend on the 12-inch force main from the 8 Mile Pump Station to the Grit and Screen Building. This 90 degree bend will be replaced with the piping and valves shown on Figure 1 in Appendix B. The 90 degree bend and a small portion of the 14" Raw Sewage (RS) pipe from the Grit and Screen Building to the Primary Flow Split Structure will need to be relocated to move this pipe further away from the valve and meter vault perimeter. This piping is shown on Figure 5 in Appendix B.

The elevations of the WWS tank, valve and meter vault, and piping are shown on Figure 2 in Appendix B.

TANK OPERATION

Filling

The primary method to fill the WWS tank is through the 12-inch force main from 8 Mile Pump Station. A throttling valve will be installed on the 12-inch force main to control the flow rate to the Grit and Screen Building (perhaps to typically limit flows to less than the 2.5 mgd peak capacity of the WWTP). This throttling valve will be located in the valve and meter vault. The remaining pumped flow will go to the WWS Tank through the open motor-actuated plug valve and a flow meter located in the valve and meter vault. The influent flow to the WWTP will be measured by the existing Parshall Flume in the Grit and Screen Building and the influent flow the WWS tank will be measured by the new magnetic flow meter.

Normally the flow from the Woodland Center Correctional Facility Pump Station will be to the Grit and Screen Building. If the Grit and Screen Building needs to be temporarily taken out of service the flow from the 8-inch force main from Woodland Center Correctional Facility Pump Station can be sent to the WWS tank. The ground-buried valve to the Grit and Screen Building will be closed and the ground buried valve to the WWS tank will be opened.

See Figure 1 for the flow schematic and Figure 5 for the yard piping showing the piping arrangement. These figures are located in Appendix B.

Maintenance

To allow for maintenance on the throttling valves and the flow meter, normally-open plug valves are located upstream and downstream of each piece of equipment. These are shown on Figure 1 in Appendix B.

These valves will also allow an alternate flow path from 8 Mile Pump Station to the Grit and Screen Building if the throttling valve to the Grit and Screen Building is out of service or requires maintenance. Flow from the 8 Mile Pump Station will be through the motor-actuated plug valve located in the valve and meter vault. The 12-inch valve located upstream of the 12-inch throttling valve will be closed. The 12-inch valve in the yard to the WWS tank will be closed. The flow will be routed through the valve and meter vault and the 10-inch pipe to the Grit and Screen Building.

Draining/Overflows

The WWS tank will be drained by gravity to the Grit and Screen Building. The draining flow rate will be controlled by the new throttling valve in the valve and meter vault and existing Parshall flume at the Grit and Screen Building. The motor-actuated plug valve in the valve and meter vault to the 12-Inch 8 Mile Pump Station force main will be closed.

The WWS tank will also have an overflow pipe that will route flow to the influent of the Chlorine Contact Tank. Therefore, in extreme conditions, the tank could overflow wastewater to the chlorine contact tank for disinfection before discharging from the WWTP. This overflow pipe is shown on Figure 1 flow schematic and the overflow pipe elevation 940.50 is shown on Figure 2

which are both in Appendix B. The overflow piping will be routed along the south edge of the existing WWTP structures to the Chlorine Contact Tank. This pipe routing is shown on Figures 5 and 6 in Appendix B.

All of the pipe sizes shown are preliminary and the final sizes will be determined during design.

Tank Cleaning

Cleaning of the tank will be done with a flexible flushing hose located on the platform at the top of the WWS tank. A new 6-inch potable water (PW) pipe will be installed from the existing 6-inch PW pipe near the existing hydrant located to the east of the Service Building to a new hydrant located near the northeast corner of the Grit and Screen Building. A new 2-inch pipe will be installed from the 6-inch PW into the Grit and Screen Building to replace the existing 2-inch copper pipe. At the WWS tank a 2-inch hose connection will be located at the top and bottom of the tank and a 2-inch pipe will be provided up the side of the tank. When the tank needs to be cleaned WWTP staff will connect a flexible hose from the new hydrant to the 2-inch pipe connection at the bottom of the tank. At the top of the tank WWTP staff will connect a flexible hose to the 2-inch pipe connection and will hose down the tank from the platform. The PW pipe route is shown on Figure 5 in Appendix B.

At the existing hydrant located east of the Service Building, recently Township fire department staff opened the fittings on the hydrant and measured in flow stream from the 2.25-inch fitting to be 9 psi. When the 1.5-inch fitting was opened, 24 psi was measured in the flow stream. The Township has stated this corresponds to approximately 550 gpm. The static pressure was not able

to be measured which makes projecting these observations to the higher tank and the farther point quite challenging. However, it appears that it is likely that this hose stream is sufficient to clean all or part of the new tank. An entry may need to be made into the tank for complete flushing on the far side of the tank.

Flushing hose connections will be located at various points on the piping in the valve and meter vault to clean the pipe when not in use. Flexible hoses from the fire hydrant can be connected to these flushing hose connections. These flushing connections will be required to clean the pipe after the tank has been drained since the elevation of the pipe will be below the normal water level in the Grit and Screen Building. This pipe will always be full of water.

Instrumentation and Control

Influent flow to the Grit and Screen Building will continue to be measured by the existing Parshall Flume in the Grit and Screen Building. The throttling valve on the 12-inch 8 Mile force main will throttle the flow to the WWTP and send the excess flow to the WWS tank if influent flow to the WWTP is above an operator entered flow rate in SCADA.

A magnetic flow meter will be located on the pipe to the WWS tank. This meter will measure the pumped flow from 8 Mile Pump Station into the WWS tank. This meter can also be used to measure the total volume pumped to the WWS tank and to estimate any volume that may overflow the tank. This measured overflow will be recorded and used for reporting overflow events to the DEQ. The existing Parshall flume and new throttling valve will be used to control the flow rate drained from the tank to the Grit and Screen Building.

An ultrasonic level sensor will be located in the tank to monitor the level in the tank.

Temporary Facilities

Temporary facilities will be required to control the wastewater flow when the tie-in is made on the 12-inch force main from 8 Mile Pump Station, when the tie-in is made to the 8-inch force main from Woodland Center Correctional Facility Pump Station, and when the small section of 14-inch RS to the Primary Flow Split Structure is relocated. Options for temporary operations include taps on the existing piping and temporary piping from these taps to the Primary Influent Flow Split Structure or to the Grit and Screen Building if temporary bulkheads are placed over the pump station force main influent pipes. Tanker/vactor trucks could also be used at the pump stations. This work would be done during low flow periods.

PUMP STATIONS

8 Mile Pump Station

The station consists of two Flygt dry pit submersible pumps with variable frequency drives. The duty point of the pumps are 1,750 gpm at 90 feet of total dynamic head. These pumps have recently been installed. The station also has two older pumps with variable frequency drives that are rarely used.

To fill the WWS tank, the existing pumps will need additional head to fill the tank to the overflow elevation 940.50. This will add approximately 26 feet of additional static head to these pumps. This assumes the original pumps were sized to pump to the high water elevation 914.72 in the Grit and Screen Building. The additional head does not account for dynamic losses in the piping system. These losses will be calculated as part of the design project. The additional head will reduce the capacity of the pumps by about 500 gpm when the tank is near the over flow elevation.

As part of this project it is recommended to remove the two old pumps in the pump station and to replace with two new Flygt dry pit submersible pumps with variable frequency drives. The new pumps will have approximately 30 feet of additional head at the design flow. This will add additional capacity to the pump station and reliability to the pump station as well. Additional electrical upgrades will be required as part of this work.

Woodland Center Correctional Facility Pump Station

The station consists of two submersible pumps located in the wet well of the pump station. The duty point of these pumps appear to be 400 gpm at 63 feet total dynamic head based on the literature provided by the facility. These pumps are currently in process of having the variable frequency drives installed on the pumps. The shut off head of these pumps is 82 feet based on the literature provided and looking at the maximum curve for the pumps. These pumps will not pump to the overflow elevation in the tank and will only pump to a mid-level elevation. This most likely will not be a problem since as stated previously in the report these pumps will only pump to the WWS Tank if the Grit and Screen Building is temporarily out of service. WWTP staff will need to be aware of the limitations with this pumping system. These pumps could be replaced with higher head pumps. The cost opinion assumes these pumps will not be replaced.

COST OPINION

The project cost opinion is \$2.8 million dollars. The cost opinion is included in Appendix C.

SCHEDULE

A sample project schedule is below:

- Final Design 3 to 5 months
- Bidding and Award 2 to 3 months
- Construction 12 months

The total duration until completion will be 17 to 20 months from initiation of final design.

However, the funding source chosen by the Township may impose additional constraints.

RECOMMENDATIONS

Soil Borings

It is recommended to have soil borings done in the location of the WWS tank and the valve and meter vault to verify that the soils are adequate for locating those structures. We have contacted TTL Associates, Inc. for budget pricing and recommended number of soils borings and locations. The budget price for four soil borings, laboratory testing, engineering analysis and report is \$8,285. The proposal from TTL Associates is included in Appendix D.

Funding Sources

The Township should consult with its financial advisor on funding recommendations. The Township may choose to borrow funds for this Revolving Fund Loan (or SRF). While the SRF loan will probably consist of a lower interest rate, the SRF loan also requires an extensive set of studies to demonstrate that the proposed equalization tank is the cost effective solution to the wet weather. These studies will take approximately two years to complete and likely will cost \$200,000 to \$400,000. The cost of these studies may negate the savings from the lower interest rate.

Final Recommendation

The final recommendation is to install a 1.5 MG above grade, bolted steel, WWS tank, the valve and meter vault, and associated piping. It is also recommended to replace the two existing pumps at the 8 Mile Pump Station.